



**April 12, 2016 – 2:00 p.m.**  
**Commission Chambers**  
**Courthouse Annex**  
**325 2nd Avenue North, Room 111**  
**Great Falls, Montana 59404**

Bid Opening for the Cascade County Courthouse Copper Roof Replacement  
*These minutes are paraphrased and reflect the proceedings. MCA 7-4-2611 (2) (b).*

**Staff:** Brian Clifton, Jim Ekberg, Kim Thiel-Schaaf, Paul Filicetti of A&E Architects and Marie Johnson.

**Public Present:** Bob Majerus, Hugh Enloe, Janet Enloe, Stephen Brown, Brian Lockie, and Neil (Jerry) Taylor.

The Public Notice is made part of these minutes as (Exhibit "A").  
Brian Clifton formally began the bid opening stating that two (2) bids were received for the Cascade County Courthouse roof replacement project one from James Talcott Construction and the other from Renaissance Roofing.

**James Talcott Construction, Great Falls, Montana:** (Exhibit "B")

The base bid is \$3,475,035

Alternate #1 bid \$51,415

Alternate #2 bid \$42,510

Alternate #3 bid \$25,972

Alternate #4 bid 172,384

This packet included a bid proposal form; addendum 1, bid security form, CTEP proposal form; Schedule of DBEs and the Bidders List

**Renaissance Roofing, Rockford, Illinois:** (Exhibit "C")

The base bid is \$3,280,000

Alternate #1 bid of \$78,900

Alternate #2 bid of \$65,000

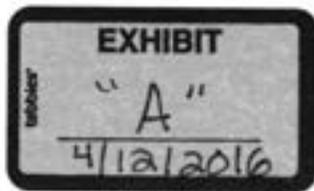
Alternate #3 bid of \$69,400

Alternate #4 bid of \$77,400

Alternate #5 bid of \$8,200

This packet included a bid proposal form; addendum 1, bid security form, CTEP proposal form; Schedule of DBEs and the Bidders List

Brian Clifton read the bid amounts listed above and thanked everyone for attending. He notified them that staff would take the bids under consideration and present it to the Commission. Meeting was adjourned at 2:05 p.m.



CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT &  
EXTERIOR REPAIR  
GREAT FALLS, MONTANA

## INVITATION FOR BIDS

Sealed bids for the CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR will be received until closing time of 2:00 PM local time on Tuesday, April 12, 2016 and will then be publicly opened and read aloud in the Office of the Board of County Commissioners, Cascade County Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Room 111, Great Falls, Montana 59401. Late bids will not be accepted. Bids must be sealed and marked on the outside envelope "CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR - SEALED BID ENCLOSED" and delivered to the address listed below. No electronic or facsimile bids will be accepted.

The Scope of Work, in brief, consists of, but is not limited to the removal and in-kind replacement of the existing copper roof finish of the dome, hip roof, and parapet preparation and installation of EPDM liner to existing built-in gutters, removal and in-kind replacement of wood sheathing, sandstone repointing and patching using specified materials, disassembly of displaced cast iron work and reassembly, in-kind window replacement and exterior and interior painting to the National Register Listed Cascade County Courthouse located at 415 2<sup>nd</sup> Avenue North, Great Falls, Montana, 59401.

Work of this Project includes all indicated and incidental demolition, including transportation, disposal, storage, containment of and housekeeping activities involving abatement of asbestos and products containing asbestos and lead base paints, protection and construction required due to Work indicated or required for the Work indicated and the Owner and public's continued occupancy and access to the building.

Work includes removal of asbestos-containing materials and lead-in-paint in extents necessary to perform the work indicated in accordance with TD&H Engineering's *Revised Limited Pre-Renovation Asbestos and Lead-in-Paint Inspection Report* dated September 25, included in the Project Manual.

Bids shall be submitted on the forms provided with the Contract Documents. Electronic Contract Documents dated March 1, 2016 are available from Builder's Exchange of Billings, Builders Exchange Bozeman, Missoula Plans Exchange, and the Great Falls Builders Exchange. Electronic Contract Documents may be secured at no cost from the offices of A&E Architects, P.C., 222 North Higgins Avenue, Missoula, MT 59802, (406) 721-5643. No deposit is required for Electronic Contract Documents. Print copies of the Contract Documents may be purchased at the non-refundable cost of \$300.00/set payable to A&E Architects, P.C. by company check, cashier check, or bank money order (cash will not be accepted) at the same address. Out of town requests for print Contract Documents must be accompanied by a separate check covering all shipping destination costs. Upon receipt of payment, allow five (5) business days for printing documents.

A pre-bid meeting will be held for the Project Tuesday, March 22, 2015 at 1:30 PM, local time, meet in the Office of the Board of County Commission, Cascade County Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Room 111, Great Falls, Montana 59401. Contractors, subcontractors, and other suppliers are strongly encouraged to attend the pre-bid meeting to familiarize themselves with project conditions and logistics which will be a critical component of the Project success.

Questions about this Project prior to bid opening shall be directed to A&E Architects, P.C., telephone (406) 721-5643. It shall be understood, however, that no interpretation will be made by telephone, fax, or email, nor will any "or equal" or "prior approval" products be considered for approval prior to award of contract.

Bids shall be accompanied by bid security in the amount of ten percent (10%) of the amount bid and must be in a form specified in 18-1-201 through 206 Montana Code Annotated. The security is subject to forfeit if the successful bidder does not enter into a contract with Cascade County within thirty (30) calendar days of bid acceptance. The successful bidder will furnish an approved Performance and Payment Bond

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in the amount of one hundred per cent (100%) of the aggregate of the proposal for the faithful performance of the contract and protection of Cascade County against liability.

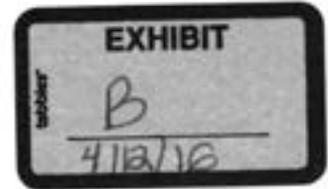
Montana Prevailing Wage Rate Determination (Davis Bacon Wage Rates for Public Works Contracts in Montana) apply. A current copy of wage rates is included in the Contract Documents.

Cascade County reserves the right to waive any and all irregularities or informalities and to determine what constitutes any and all irregularities or informalities in a bid. Cascade County reserves the right to determine and accept the lowest responsive and responsible bid based on the bid requirements and the documentation and pricing as outlined in the Contract Documents. Cascade County reserves the right to reject any or all bids and to re-advertise. Cascade County reserves the right to authorize construction of any combination of, or all of, or none of the bid items indicated.

Bidder shall guarantee the bid for a period of thirty (30) calendar days from the date of bid opening. Contractor and subcontractors doing work on this project are required to obtain registration with the Montana Department of Labor and Industry (DLI) except as listed in MCA 39-9-211. Information on registration can be obtained from the DLI. Contractor is required to have registered with the DLI prior to bidding on this project. DLI "Bid Only" registration is available for out-of-state contractors. All laborers and mechanics employed by contractor or subcontractors in performance of this project shall be paid wages at rates as may be required by law. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Successful contractors and vendors are required to comply with all federal, state and local regulations.

Bonnie Fogerty, Office Manager  
Cascade County Board of County  
Commissioners  
Office of the Board of County Commissioners  
Cascade County Courthouse Annex  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, Montana 59401  
406-454-6810  
406-454-6945 (FAX)

**BID PROPOSAL FORM**



TO: Bonnie Fogerty, Office Manager  
Cascade County Board of County Commissioners  
Office of the Board of County Commissioners  
Cascade County Courthouse Annex  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, Montana 59401

To Whom It May Concern:

The undersigned, having reviewed the specification and reviewed and completed the CTEP Proposal, attended the pre-bid meeting, and familiarized himself/herself with the site, building, and Project conditions of the National Register Listed Cascade County Courthouse and Work indicated in the Contract Documents entitled **CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR**, Great Falls, Montana as prepared by A&E Architects, P.C. 222 North Higgins Avenue, Missoula, Montana 59802 agrees to complete the entirety of the Work for the total sum as follows:

**BASE BID:**

\$Three million, four hundred seventy five thousand, thirty five (written) (\$3,475,035) (numerical)

Reference Section 012300 "Alternates" for the following:

**ALTERNATE NO. 1 WINDOW REPLACEMENT & INTERIOR & EXTERIOR PAINTING:**

\$Fifty one thousand, four hundred fifteen (written) (\$51,415) (numerical)

**ALTERNATE NO. 2 STONE CLEANING, PATCHING, REPAIR & CONSOLIDATION TREATMENT & REPOINTING:**

\$Forty two thousand, five hundred ten (written) (\$42,510) (numerical)

**ALTERNATE NO. 3 CAST IRON REPAIR & EXTERIOR PAINTING:**

\$Twenty five thousand, nine hundred seventy two (written) (\$25,972) (numerical)

**ALTERNATE NO. 4 COPPER FLASHING, TRIM AND ROOF MATERIAL WEIGHT:**

\$One hundred seventy two thousand, three hundred eighty four (written) (\$172,384) (numerical)

**ALTERNATE NO. 5 WOOD BATTENS:**

\$Twenty three thousand, three hundred seventy nine (written) (\$23,379) (numerical)

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COPPER ROOF REPLACEMENT &  
EXTERIOR REPAIR  
GREAT FALLS, MONTANA

I have received Addenda No.'s 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and have included their provisions in my proposal.

In submitting this Bid Proposal, I agree:

1. To hold my bid open at least thirty (30) consecutive calendar days.
2. To enter into and execute a Contract, if awarded on the basis of this proposal.
3. To accomplish the Work in accordance with the Contract Documents.
4. To commence with Work within seven (7) days of receipt of "Notice to Proceed."

The undersigns acknowledges that the above prices include all labor, materials, overhead, profit, insurance, fees, all applicable taxes, etc. necessary to complete the Work described in the Contract Documents.

BY: JAMES TALCOTT CONSTRUCTION [Signature] 4/12/16  
CONTRACTOR / BUSINESS NAME SIGNATURE DATE  
P.O. Box 2493 PRESIDENT  
ADDRESS TITLE  
GREAT FALLS, MT 59403

(SEAL - If by a Corporation)

Montana Public Contractors License No. 5102 (not required in order to submit bid)

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GREAT FALLS, MONTANA

**CTEP PROPOSAL**

Sealed bids will be received until closing time of :00 PM local time on Tuesday, April 5, 2016 and will then be publicly opened and read aloud in the offices of:

Cascade County Board of County Commissioners  
Office of the Board of County Commissioners  
Cascade County Courthouse Annex  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, Montana 59401

Late bids will not be accepted.

**FEDERAL AID PROJECT NO. STPE 5299(109)**

The improvement contemplated consists of, but is not limited to the removal and in-kind replacement of the existing copper roof finish of the dome, hip roof, and parapet, preparation and installation of EPDM liner to existing built-in gutters, removal and in-kind replacement of wood sheathing, sandstone repointing, sandstone patching, cast iron disassembly and reassembly, in-kind window replacement and interior and exterior painting to the National Register Listed Cascade County Courthouse located at 415 2<sup>nd</sup> Avenue North, Great Falls, Montana, 59401. Work includes removal of asbestos-containing materials and lead-in-paint in extents necessary to perform the work indicated in accordance with TD&H Engineering's *Revised Limited Pre-Renovation Asbestos and Lead-in-Paint Inspection Report* dated September 25, 2015 included in the Project Manual. Work of this Project includes all indicated and incidental demolition, including transportation, disposal, storage, containment of and housekeeping activities involving abatement of asbestos and products containing asbestos and lead base paints, protection and construction required due to Work indicated or required for the Work indicated and the Owner and public's continued occupancy and access to the building.

The project is located at the Cascade County Courthouse, 415 2nd Avenue North, Great Falls, Montana, 59401.

Electronic and print Contract Documents including bid proposals, plans, Standard Specifications, Standard Drawings, and Standard Contract Forms are on file for examination and may be obtained from:

A&E Architects, P.C.  
222 North Higgins Avenue  
Missoula, Montana 59802  
(406) 721-5643  
philicett@aeearchitects.com

**TO LOCAL GOVERNMENTAL UNIT OF CASCADE COUNTY:**

The below named bidder, in submitting this proposal for consideration on the above named project(s) confirms and certifies that:

A. **PRIOR TO SUBMITTING A BID**, bidder has read and understands the Bidding Requirements and Conditions, and Award and Execution of Contract section of the CTEP Special Provisions, adopted by Cascade County for the development of Community Transportation Enhancement Program projects.

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- B. EXAMINATION OF BID DOCUMENTS & SITE OF WORK. Bidder has examined carefully the site of the proposed work, the proposal, plans, standard specifications, supplemental specifications and special provisions, and is satisfied as to the project's requirements and the conditions to be encountered in performing the work in accordance with those requirements. Bidder had sufficient time to make the examination and to prepare its bid and assents to all provisions and requirements of the Contract. Bidder would not submit this bid if it did not agree to each and every provision of the Contract. Bidder is aware of, and agrees to comply with, all applicable laws, regulations and rules, in accordance with the CTEP Special Provisions section titled "Legal Relations and Responsibilities to the Public."
- C. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT. Bidder will meet the requirements of the CTEP Special Provisions regarding the Assignment or Subletting of Contract.
- D. PROPOSAL GUARANTY. Enclosed as evidence of good faith and as a guaranty that the bidder enters into a contract, is a proposal guaranty in the amount of at least ten percent (10%) of the bid, made unconditionally payable to Cascade County, which at the bidder's option may be Cash, Cashier's Check, Certified Check, Bank Money Order, or Bank Draft, in any case drawn and issued by a National Banking Association located in the State of Montana or by any banking corporation incorporated under the Laws of Montana, or a bid bond executed by a surety corporation authorized to do business in Montana. The proposal guarantee shall be forfeited to Cascade County if the bidder fails or refuses to comply with the specifications referring to the execution of the contract agreement.
- E. CONTRACT TIME. The work begins on the effective date stated in the "Notice to Proceed" and is to be completed (in/on or before) November 30, 2017.
- F. REVISION OF BID. In submitting this bid, bidder agrees that it waives any right or ability to claim, request or receive any upward revision of this bid without the express written consent of the Owner and in accordance with the CTEP Special Provisions. If bidder discovers a material mistake in its bid (factual mistake, not judgmental), it understands and agrees that it may either perform the contract as originally bid, or else bidder understands and agrees that it may request the Owner for permission to withdraw its bid. It is agreed that the Owner will review the request to determine if a mistake occurred, was material and factual, and whether the bid should be allowed to be withdrawn.
- G. NON-COLLUSION. Bidder has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.
- H. AUTHORIZED AGENT. The undersigned is a responsible individual or official of the firm legally authorized to execute documents binding the firm or individual to the extent of this Proposal.
- I. DEBARMENT. The undersigned by signing this proposal acknowledges that he has read the Debarment section of the CTEP Special Provisions relating to the ineligibility of bidders and certifies that the bidder has complied.
- J. DBE REQUIREMENTS. Bidder has complied with the project's DBE requirements, and agrees to in all ways comply with the Montana Department of Transportation DBE Program.
- K. INDIAN RESERVATION WORK. If all or part of this project is located within the external boundaries of an Indian Reservation, bidder has read, fully understands and agrees to the

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provisions contained elsewhere in the bid package.

- L. EQUAL OPPORTUNITY CLAUSE CERTIFICATION. By signing this proposal the bidder acknowledges that failure to file timely, complete and accurate reports with the Joint Reporting Committee, the Director of OFCC or the Equal Employment Opportunity Commission is grounds for the imposition of sanctions as authorized by 41 CFR 60-1.7.

**BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE IRREGULARITIES, OR TO ADVERTISE FOR NEW PROPOSALS, AND BIDDER CONSENTS TO THAT RESERVATION BY THE OWNER.**

**BIDDER AGREES TO FURNISH ALL EQUIPMENT, LABOR, AND MATERIALS AND DO ALL WORK NECESSARY IN THE TIME SPECIFIED AND IN SUBSTANTIAL CONFORMITY WITH THE CONTRACT, FOR THE PRICES SET FORTH IN THE SCHEDULE OF ITEMS CONTAINED HEREIN.**

JAMES TALCOTT CONSTRUCTION

Bidder (Name of Firm or Individual) (Type or Print)

(CORPORATE SEAL)

P.O. Box 2493, Great Falls, MT 59403

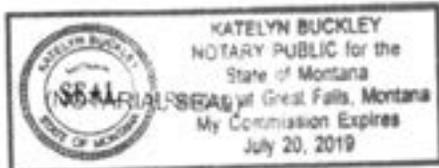
Business Address

Brad Talcott

By Authorized Agent (Signature in Ink)

Title PRESIDENT

Signed and Sworn to before me this 12 day of April, 2015.



Katelyn Buckley  
Notary Public in and for the State of MT

My Commission expires July 20, 2019

Local Government of \_\_\_\_\_

Name and Title - Authorizing Local Government Official

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

STPE 5299(109)  
(Federal Aid Project Number)

COURTHOUSE PRESERVATION GTF  
(Federal Aid Project Name)

### THE DBE GOAL FOR THIS CONTRACT IS 0.00%

To be eligible for award of this contract, the bidder must execute and submit as part of its bid, these DBE REQUIREMENTS. Contract award may be conditioned upon satisfaction of the Montana Department of Transportation's (MDT) requirements as set forth below and in the Department's written DBE Program Requirements.

1. The SCHEDULE OF PARTICIPATION (Schedule) will be used to determine whether the bidder has complied with the DBE goals of the project.
  - a. Where a numerical goal greater than 0% (zero percent) has been assigned to the project, those bids that do not contain a Schedule, or contain a blank Schedule, will be considered irregular and may be considered non-responsive and be rejected. Those bids containing a Schedule that is incomplete or does not meet the assigned goal will be considered irregular and may be considered non-responsive and be rejected. In any case where the apparent low bidder does not comply with the assigned project goal, a determination will be made within 48 hours of the bid opening, based upon the good faith efforts (Good Faith Efforts are outlined in the MDT DBE Program).
  - b. DBEs not certified by MDT prior to the date the bids are opened will not be considered in determining whether the bid has complied with the goals.
  - c. Where a numerical goal of 0% (zero percent) has been assigned to the project, bidders are encouraged to utilize the Schedule to indicate a commitment to using a DBE for a portion of the work in the project.
2. The BIDDER'S LIST will be used to gather information for use in determining appropriate DBE goals for upcoming fiscal years. Each firm, bidding on prime contracts and bidding or quoting subcontracts on federally assisted projects MUST submit a completed Bidder's List within 48 hours of the bid opening. If the prime contractor has not received any bid or sub-quote information, the prime bidder must indicate NONE on the Bidder's List.

The Bidder's List may be included with the bid, or supplied to the local agency within 48 hours of the bid opening.

3. In accordance with 49 CFR §26.13(b) which states, "Each contract that MDT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

4. The prime contractor agrees to use MDT certified DBEs in the award of subcontracts to the fullest extent consistent with the performance of the contract. Under this certification, the bidder agrees to

maintain records to document all contacts and specific efforts made to identify potential DBE firms, seek out, and utilize DBE contractors.

5. Substitution of DBEs or dollar amounts shown on the Schedule will not be permitted prior to the award of the contract. If it is determined that the scheduled DBE is unable to perform due to default, over extension, suspension, decertification or other reasons, the prime contractor agrees to replace the DBE subcontractor in accordance with the substitution process outlined in the MDT DBE Program.

6. DBE goal achievement or participation will be determined and counted towards the goal when each DBE executes, performs and is paid for each work item specified in their subcontract and in accordance with the MDT DBE Program.

7. The following criteria will be used when determining the amount of achievement towards DBE goals:
  - a. **Manufacturer, 100% of the cost:** A certified DBE that produces goods from raw materials or substantially alters goods before resale.
  - b. **Supplier/Regular Dealer, 60% of the cost:** A certified DBE that maintains and furnishes a supply of the goods involved for the purposes of resale to the general public.
  - c. **Jobber/Broker, 100% of the fee:** The DBE's normal fee received over the cost of any goods, equipment or services supplied to the project.
  - d. **Contractor/Subcontractor, 100%:** Work performed using the DBE's own equipment and/or personnel.

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 EXTERIOR REPAIR  
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SCHEDULE OF PARTICIPATION BY DBES

STE 5299(109) (Federal Aid Project Number)  
 COURT HOUSE PRESERVATION GTF (Federal Aid Project Name)

List below the information pertaining to MDT-certified DBEs with which the bidder has negotiated an agreement to participate in this contract in accordance with the MDT DBE Program requirements.

Name of Prime Contractor: James Talcott Construction  
 (Bidder's/Proposer's name)

DBE NAME:  
 ADDRESS:  
 EXPIRATION DATE:  
 BID QUOTE:  
 USED AS (CFU):  
 USED QUOTE:

DBE NAME:  
 ADDRESS:  
 EXPIRATION DATE:  
 BID QUOTE:  
 USED AS (CFU):  
 USED QUOTE:

DBE NAME:  
 ADDRESS:  
 EXPIRATION DATE:  
 BID QUOTE:  
 USED AS (CFU):  
 USED QUOTE:

Entered: \_\_\_\_\_  
 total  % or total \$

Required: \_\_\_\_\_  
 total  % or total \$

**BIDDER'S LIST**

STPE 5299(109)  
(Federal Aid Project Number)  
COURTHOUSE PRESERVATION GTF  
(Federal Aid Project Name)

Name of Prime Bidder: JANU TACKET Construction  
(Bidder's/Proposer's name)

In order to meet the requirements of the MDT DBE Program, each contractor supplying bid information on a federal-aid project must submit a completed Bidder's List within 48 hours of the bid opening. This must include a list of all contractors that have provided the bidder with quote, subquote, or estimate information. Whether or not the prime bidder used the information, all companies that provided bid information must be listed.

In the event the bidder has not received any bid information, the bidder must indicate that fact by writing NONE on the list. Blank or incomplete Bidder's Lists will not be accepted.

Name: NONE

Name:

Note: Use additional sheets as necessary

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

James Talcott Construction, Inc.  
P.O. Box 2493  
Great Falls, MT 59403

**SURETY:**

*(Name, legal status and principal place of business)*

Great American Insurance Company  
301 E. 4th St.  
Cincinnati, OH 45202-4201

**OWNER:**

*(Name, legal status and address)*

Cascade County  
325 2nd Avenue North  
Great Falls, MT 59401

**BOND AMOUNT:** \$ Ten Percent of the Total Amount Bid (10%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Cascade County Courthouse Copper Roof Replacement & Exterior Repair, Great Falls, Montana

**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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

Init.

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User Notes:

(1333090936)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

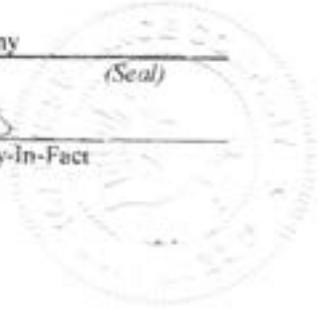
Signed and sealed this 31st day of March, 2016

*[Signature]*  
(Witness)

*[Signature]*  
(Witness) Chayleen Person, Bond Clerical  
(Row deleted)

James Talcott Construction, Inc.  
(Contractor as Principal) (Seal)  
*[Signature]*  
(Title)

Great American Insurance Company  
(Surety) (Seal)  
*[Signature]*  
(Title) Brooke A. Garness, Attorney-In-Fact



COINTER-SIGNED:  
HUB INTERNATIONAL MOUNTAIN  
STATES LIMITED

*[Signature]*  
RENE C. LEVEAUX *cr*

# GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than **FOUR**

No. 0 14987

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN D. LEAF	BROOKE A. GARNES	ALL
CHAYLEEN PERSON	RANDI RAINS	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of FEBRUARY, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2400)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 10TH day of FEBRUARY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of March

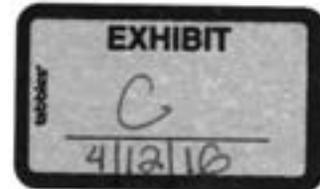
2016

*Stephen C. Beraha*  
Assistant Secretary



**BID PROPOSAL FORM**

TO Bonnie Fogerty, Office Manager  
Cascade County Board of County Commissioners  
Office of the Board of County Commissioners  
Cascade County Courthouse Annex  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, Montana 59401



To Whom It May Concern:

The undersigned, having reviewed the specification and reviewed and completed the CTEP Proposal, attended the pre-bid meeting, and familiarized himself/herself with the site, building, and Project conditions of the National Register Listed Cascade County Courthouse and Work indicated in the Contract Documents entitled **CASCADE COUNTY COURTHOUSE COPPER ROOF REPLACEMENT & EXTERIOR REPAIR**, Great Falls, Montana as prepared by A&E Architects, P.C. 222 North Higgins Avenue, Missoula, Montana 59802 agrees to complete the entirety of the Work for the total sum as follows:

**BASE BID:**

\$ THREE MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$3,280,000<sup>00</sup>)  
(written) (numerical)

Reference Section 012300 "Alternates" for the following:

**ALTERNATE NO. 1 WINDOW REPLACEMENT & INTERIOR & EXTERIOR PAINTING**

\$ SEVENTY EIGHT THOUSAND NINE HUNDRED DOLLARS (\$78,900<sup>00</sup>)  
(written) (numerical)

**ALTERNATE NO. 2 STONE CLEANING, PATCHING, REPAIR & CONSOLIDATION TREATMENT & REPOINTING**

\$ SIXTY FIVE THOUSAND DOLLARS (\$65,000<sup>00</sup>)  
(written) (numerical)

**ALTERNATE NO. 3 CAST IRON REPAIR & EXTERIOR PAINTING**

\$ SIXTY NINE THOUSAND FOUR HUNDRED DOLLARS (\$69,400<sup>00</sup>)  
(written) (numerical)

**ALTERNATE NO. 4 COPPER FLASHING, TRIM AND ROOF MATERIAL WEIGHT**

\$ SEVENTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$77,400<sup>00</sup>)  
(written) (numerical)

**ALTERNATE NO. 5 WOOD BATTENS:**

\$ EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200<sup>00</sup>)  
(written) (numerical)

CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT &  
EXTERIOR REPAIR  
GREAT FALLS, MONTANA

I have received Addenda No.'s 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and have included their provisions in my proposal.

In submitting this Bid Proposal, I agree:

1. To hold my bid open at least thirty (30) consecutive calendar days.
2. To enter into and execute a Contract, if awarded on the basis of this proposal.
3. To accomplish the Work in accordance with the Contract Documents.
4. To commence with Work within seven (7) days of receipt of "Notice to Proceed."

The undersigns acknowledges that the above prices include all labor, materials, overhead, profit, insurance, fees, all applicable taxes, etc. necessary to complete the Work described in the Contract Documents.

BY: RENNISSANCE ROOFING INC. [Signature] 4/12/16  
CONTRACTOR / BUSINESS NAME SIGNATURE DATE  
PO BOX 5024 PRESIDENT  
ADDRESS TITLE  
ROCKFORD IL 61125

(SEAL - if by a Corporation)

Montana Public Contractors License No. 221639 (not required in order to submit bid)

CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT &  
EXTERIOR REPAIR  
GREAT FALLS, MONTANA

**CTEP PROPOSAL**

Sealed bids will be received until closing time of :00 PM local time on Tuesday, April 5, 2016 and will then be publicly opened and read aloud in the offices of:

Cascade County Board of County Commissioners  
Office of the Board of County Commissioners  
Cascade County Courthouse Annex  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, Montana 59401

Late bids will not be accepted.

**FEDERAL AID PROJECT NO. STPE 5299(109)**

The improvement contemplated consists of, but is not limited to the removal and in-kind replacement of the existing copper roof finish of the dome, hip roof, and parapet, preparation and installation of EPDM liner to existing built-in gutters, removal and in-kind replacement of wood sheathing, sandstone repointing, sandstone patching, cast iron disassembly and reassembly, in-kind window replacement and interior and exterior painting to the National Register Listed Cascade County Courthouse located at 415 2<sup>nd</sup> Avenue North, Great Falls, Montana, 59401. Work includes removal of asbestos-containing materials and lead-in-paint in extents necessary to perform the work indicated in accordance with TD&H Engineering's *Revised Limited Pre-Renovation Asbestos and Lead-in-Paint Inspection Report* dated September 25, 2015 included in the Project Manual. Work of this Project includes all indicated and incidental demolition, including transportation, disposal, storage, containment of and housekeeping activities involving abatement of asbestos and products containing asbestos and lead base paints, protection and construction required due to Work indicated or required for the Work indicated and the Owner and public's continued occupancy and access to the building.

The project is located at the Cascade County Courthouse, 415 2nd Avenue North, Great Falls, Montana, 59401.

Electronic and print Contract Documents including bid proposals, plans, Standard Specifications, Standard Drawings, and Standard Contract Forms are on file for examination and may be obtained from:

A&E Architects, P.C.  
222 North Higgins Avenue  
Missoula, Montana 59802  
(406) 721-5643  
pfilicetti@aearchitects.com

**TO LOCAL GOVERNMENTAL UNIT OF CASCADE COUNTY:**

The below named bidder, in submitting this proposal for consideration on the above named project(s) confirms and certifies that:

- A. PRIOR TO SUBMITTING A BID, bidder has read and understands the Bidding Requirements and Conditions, and Award and Execution of Contract section of the CTEP Special Provisions, adopted by Cascade County for the development of Community Transportation Enhancement Program projects.

**CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT &  
EXTERIOR REPAIR  
GREAT FALLS, MONTANA**

**B. EXAMINATION OF BID DOCUMENTS & SITE OF WORK.** Bidder has examined carefully the site of the proposed work, the proposal, plans, standard specifications, supplemental specifications and special provisions, and is satisfied as to the project's requirements and the conditions to be encountered in performing the work in accordance with those requirements. Bidder had sufficient time to make the examination and to prepare its bid and assents to all provisions and requirements of the Contract. Bidder would not submit this bid if it did not agree to each and every provision of the Contract. Bidder is aware of, and agrees to comply with, all applicable laws, regulations and rules, in accordance with the CTEP Special Provisions section titled "Legal Relations and Responsibilities to the Public."

**C. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Bidder will meet the requirements of the CTEP Special Provisions regarding the Assignment or Subletting of Contract.

**D. PROPOSAL GUARANTEE.** Enclosed as evidence of good faith and as a guaranty that the bidder enters into a contract, is a proposal guaranty in the amount of at least ten percent (10%) of the bid, made unconditionally payable to Cascade County, which at the bidder's option may be Cash, Cashier's Check, Certified Check, Bank Money Order, or Bank Draft, in any case drawn and issued by a National Banking Association located in the State of Montana or by any banking corporation incorporated under the Laws of Montana, or a bid bond executed by a surety corporation authorized to do business in Montana. The proposal guarantee shall be forfeited to Cascade County if the bidder fails or refuses to comply with the specifications referring to the execution of the contract agreement.

**E. CONTRACT TIME.** The work begins on the effective date stated in the "Notice to Proceed" and is to be completed (in/on or before) November 30, 2017.

**F. REVISION OF BID.** In submitting this bid, bidder agrees that it waives any right or ability to claim, request or receive any upward revision of this bid without the express written consent of the Owner and in accordance with the CTEP Special Provisions. If bidder discovers a material mistake in its bid (factual mistake, not judgmental), it understands and agrees that it may either perform the contract as originally bid, or else bidder understands and agrees that it may request the Owner for permission to withdraw its bid. It is agreed that the Owner will review the request to determine if a mistake occurred, was material and factual, and whether the bid should be allowed to be withdrawn.

**G. NON-COLLUSION.** Bidder has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**H. AUTHORIZED AGENT.** The undersigned is a responsible individual or official of the firm legally authorized to execute documents binding the firm or individual to the extent of this Proposal.

**I. DEPARTMENT.** The undersigned by signing this proposal acknowledges that he has read the Department section of the CTEP Special Provisions relating to the ineligibility of bidders and certifies that the bidder has complied.

**J. DBE REQUIREMENTS.** Bidder has complied with the project's DBE requirements, and agrees to in all ways comply with the Montana Department of Transportation DBE Program.

**K. INDIAN RESERVATION WORK.** If all or part of this project is located within the external boundaries of an Indian Reservation, bidder has read, fully understands and agrees to the

CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT  
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provisions contained elsewhere in the bid package.

- L. EQUAL OPPORTUNITY CLAUSE CERTIFICATION. By signing this proposal the bidder acknowledges that failure to file timely, complete and accurate reports with the Joint Reporting Committee, the Director of OFCC or the Equal Employment Opportunity Commission is grounds for the imposition of sanctions as authorized by 41 CFR 60-1.7.

**BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE IRREGULARITIES, OR TO ADVERTISE FOR NEW PROPOSALS, AND BIDDER CONSENTS TO THAT RESERVATION BY THE OWNER.**

**BIDDER AGREES TO FURNISH ALL EQUIPMENT, LABOR, AND MATERIALS AND DO ALL WORK NECESSARY IN THE TIME SPECIFIED AND IN SUBSTANTIAL CONFORMITY WITH THE CONTRACT, FOR THE PRICES SET FORTH IN THE SCHEDULE OF ITEMS CONTAINED HEREIN.**

(CORPORATE SEAL)

RENNISSANCE ROOFING INC.

Bidder (Name of Firm or Individual) (Type or Print)

PO BOX 5024 ROCKFORD IL 61125

Business Address

[Signature]

By Authorized Agent (Signature in Ink)

Title PRESIDENT

Signed and Sworn to before me this 12<sup>th</sup> day of April, 2015.



Notary Public in and for the State of IL

My Commission expires 2-8-17

Local Government of \_\_\_\_\_

Name and Title - Authorizing Local Government Official

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## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

STPE 5299(109)  
(Federal Aid Project Number)

COURTHOUSE PRESERVATION GTF  
(Federal Aid Project Name)

### THE DBE GOAL FOR THIS CONTRACT IS 0.00%

To be eligible for award of this contract, the bidder must execute and submit as part of its bid, these DBE REQUIREMENTS. Contract award may be conditioned upon satisfaction of the Montana Department of Transportation's (MDT) requirements as set forth below and in the Department's written DBE Program Requirements.

1. The SCHEDULE OF PARTICIPATION (Schedule) will be used to determine whether the bidder has complied with the DBE goals of the project.
  - a. Where a numerical goal greater than 0% (zero percent) has been assigned to the project, those bids that do not contain a Schedule, or contain a blank Schedule, will be considered irregular and may be considered non-responsive and be rejected. Those bids containing a Schedule that is incomplete or does not meet the assigned goal will be considered irregular and may be considered non-responsive and be rejected. In any case where the apparent low bidder does not comply with the assigned project goal, a determination will be made within 48 hours of the bid opening, based upon the good faith efforts (Good Faith Efforts are outlined in the MDT DBE Program).
  - b. DBEs not certified by MDT prior to the date the bids are opened will not be considered in determining whether the bid has complied with the goals.
  - c. Where a numerical goal of 0% (zero percent) has been assigned to the project, bidders are encouraged to utilize the Schedule to indicate a commitment to using a DBE for a portion of the work in the project.
2. The BIDDER'S LIST will be used to gather information for use in determining appropriate DBE goals for upcoming fiscal years. Each firm, bidding on prime contracts and bidding or quoting subcontracts on federally assisted projects MUST submit a completed Bidder's List within 48 hours of the bid opening. If the prime contractor has not received any bid or sub-quote information, the prime bidder must indicate NONE on the Bidder's List.

The Bidder's List may be included with the bid, or supplied to the local agency within 48 hours of the bid opening.

3. In accordance with 49 CFR §26.13(b) which states, "Each contract that MDT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

4. The prime contractor agrees to use MDT certified DBEs in the award of subcontracts to the fullest extent consistent with the performance of the contract. Under this certification, the bidder agrees to

CASCADE COUNTY COURTHOUSE  
COPPER ROOF REPLACEMENT  
GREAT FALLS, MONTANA

maintain records to document all contacts and specific efforts made to identify potential DBE firms, seek out, and utilize DBE contractors.

5. Substitution of DBEs or dollar amounts shown on the Schedule will not be permitted prior to the award of the contract. If it is determined that the scheduled DBE is unable to perform due to default, over extension, suspension, decertification or other reasons, the prime contractor agrees to replace the DBE subcontractor in accordance with the substitution process outlined in the MDT DBE Program.
6. DBE goal achievement or participation will be determined and counted towards the goal when each DBE executes, performs and is paid for each work item specified in their subcontract and in accordance with the MDT DBE Program.
7. The following criteria will be used when determining the amount of achievement towards DBE goals:
  - a. **Manufacturer, 100% of the cost:** A certified DBE that produces goods from raw materials or substantially alters goods before resale.
  - b. **Supplier/Regular Dealer, 60% of the cost:** A certified DBE that maintains and furnishes a supply of the goods involved for the purposes of resale to the general public.
  - c. **Jobber/Broker, 100% of the fee:** The DBE's normal fee received over the cost of any goods, equipment or services supplied to the project.
  - d. **Contractor/Subcontractor, 100%:** Work performed using the DBE's own equipment and/or personnel.

SCHEDULE OF PARTICIPATION BY DBES

STPE 5299(109) (Federal Aid Project Number)  
COURTHOUSE PRESERVATION GTF (Federal Aid Project Name)

List below the information pertaining to MDT-certified DBEs with which the bidder has negotiated an agreement to participate in this contract in accordance with the MDT DBE Program requirements.

Name of Prime Contractor: RENAISSANCE ROOFING, INC.  
(Bidder's/Proposer's name)

DBE NAME: NONE  
ADDRESS:  
EXPIRATION DATE:  
BID QUOTE:  
USED AS (CFU):  
USED QUOTE:

DBE NAME: NONE  
ADDRESS:  
EXPIRATION DATE:  
BID QUOTE:  
USED AS (CFU):  
USED QUOTE:

DBE NAME: NONE  
ADDRESS:  
EXPIRATION DATE:  
BID QUOTE:  
USED AS (CFU):  
USED QUOTE:

Entered: total 0 % or total \$ NONE  
Required: total 0 % or total \$ NONE

BIDDER'S LIST

STEP 5299(109)  
(Federal Aid Project Number)  
COURTHOUSE PRESERVATION GTF  
(Federal Aid Project Name)

Name of Prime Bidder: REYNOLDS FOODS, INC.  
(Bidder's/Proposer's name)

In order to meet the requirements of the MDT DBE Program, each contractor supplying bid information on a federal-aid project must submit a completed Bidder's List within 48 hours of the bid opening. This must include a list of all contractors that have provided the bidder with quote, subquote, or estimate information. Whether or not the prime bidder used the information, all companies that provided bid information must be listed.

In the event the bidder has not received any bid information, the bidder must indicate that fact by writing NONE on the list. Blank or incomplete Bidder's Lists will not be accepted.

Name: Adams Architectural Millwork Company

Name: Cambridge-LCE Industries

Name: Cambridge Street Metals

Name: INTERSTATE MFG.

Name: ENVIRONMENTAL CONTRACTORS

Name: OVENMETALS

Name: COPPER CONSTRUCTION

Name: PIONEER MASONRY

Name: HEATH AND LITTLE LTD.

Name: ABC Supply

Name: SIMPSON STRONG TIE

Name

Note: Use additional sheets as necessary



# AIA Document A310tm - 2010

## Bid Bond

### Contractor:

*(Name, Legal Status and Address)*

Renaissance Roofing Inc  
P O Box 5024  
Rockford, IL 61125

### Surety:

*(Name, Legal Status and Principal Place of Business)*

Washington International Insurance Company  
475 North Martingale Road  
Schaumburg, IL 60173

### Owner:

*(Name, Legal Status and Address)*

Cascade County Board of County Commissioners  
352 2nd Ave North Room 111  
Great Falls, MT 59401

**Bond Amount:** Ten percent of bid

### Project:

*(Name, location or address, and Project number, if any)*

Cascade County Courthouse - Copper Roof Replacement & Exterior Repair - Rebid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**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.

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

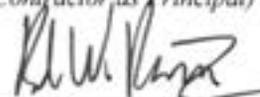
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 12th day of April, 2016

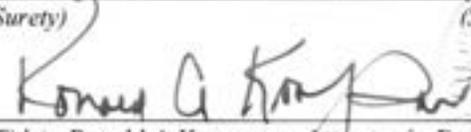
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Renaissance Roofing Inc  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title) ROBERT W. RALEIGH III PRESIDENT

Washington International Insurance Company  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Ronald A Koopman Attorney-in-Fact

State of Illinois

) ss:

County of Macon

On 12th day of April, 2016 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **Washington International Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Amanda Rhoades*  
(Notary Public)



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:

KEVIN J. BREHENY, RANDY S. CANNADY, GLENDA HOFFMAN, RONALD A. KOOPMAN,  
TIM R. PATTON and GREG NUSSBAUM

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 9<sup>th</sup> 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."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

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 8th day of August, 2014.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois ss:  
County of Cook

On this 8th day of August, 2014, 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 Michael A. Ito, 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.



[Signature]  
M. Kenny, 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 12th day of April, 2016.

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