

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7502365  
**Bid/RFP Title:** CONSTRUCTION, TESTING AND DELIVERY OF TWO DRY CARGO DECK BARGES (11 PGS & ZIP FILE)  
**Opening Date & Time:** 10/17/2013 2:00 PM  
**RIVIP Vendor ID #:** 67614  
**Vendor Name:** Senesco Marine LLC  
**Address:** 10777 Westheimer  
Suite 1100  
Houston , TX 77042  
USA  
**Telephone:** 713-260-9629  
**Fax:** 713-260-9602  
**E-Mail:** tjohnson@senescocomarine.com  
**Contact Person:** thomasjohnson  
**Title:** mr  
**R.I. Foreign Corp #:**

**REVISED NOTICE TO VENDORS**

Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) 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 FIVE HUNDRED THOUSAND (\$500,000) 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 R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.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](http://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 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) and the 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.

\* SENESCO MARINE, LLC (INCLUDING OF SENESCO'S SUBCONTRACTORS) DOES NOT COMPLY WITH THE "PREVAILING WAGE" PROVISIONS OF THIS RFQ CERTIFICATION, PARA GRAPH 2.4.2 AND 2.4.2(B).  
THE OSHA AND APPRENTICESHIP PROVISIONS OF 2.4 ARE CONFIRMED BY SENESCO.

Revised: 11/30/12

RIVIP Certification Form Page 2 of 4

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](http://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](http://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. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. 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 5. 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 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 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](http://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, 2013** all public works project related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) 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).

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

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

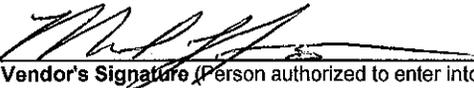
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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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.

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

Date 10/15/13

Michael J Foster VPGM  
Name and Title of company official signing offer Print

## MINIMUM QUALIFICATIONS

(Special Note: South East New England Shipbuilding Company "Senesco" was incorporated in 2000 by the original investors as a new commercial shipyard. For about seven years thereafter Senesco built a variety of vessels including deck barges, floating dry docks, tank barges and various vessels. The Reinauer Transportation Company acquired Senesco in about 2007 with the primary intent to fully utilize the shipyard to construct a number of double hull, OPA 90 compliant ocean tank barges and tugs. At this time about 20 ocean barges and 6 ocean tugs have been or are currently under construction as well as a variety of other commercial vessels beginning in about 2010 and Senesco began a transition from a captive builder for Reinauer to a commercial enterprise.

A1.

Senesco Marine LLC, confirms strict accordance with the "Buy American" provisions of the RI EDC RFQ if awarded a contract to build.

### A2. CONSTRUCTION EXPERIENCE WITH SIMILAR BARGE(S) -PROPOSAL EVALUATION CRITERIA

About 10 years ago a 180' x 54' x 12' heavy deck barge was constructed for the Hughes Company. Over the next several years two medium size floating dry docks and seven ocean tank barges were built for three owners including Reinauer. Beginning in 2007 under the new Reinauer ownership 18 additional ocean class tank barges and 6 tugs have been or are currently under construction for Reinauer the largest barge being 413' LOA and 74' in beam.

### A3. CONSTRUCTION EXPERIENCE WITH SIMILAR BARGE(S) –REQUIRED PROPOSAL SUBMITTALS

During the last 10 years almost all barges (and other vessels) constructed by Senesco have been ABS classed, mostly all oceans service. Although only a very few deck barges have been constructed by Senesco (all smaller than the current ProvPort barge) barge like structures composing the main pontoon deck of floating dry docks have been constructed the most current being a 420' x 120' pontoon deck fully equipped with multiple large dewatering pumps, ballast water piping and valve system, power generation with fuel system, lighting and other systems inclusive of tank level indicating.

Twenty ATB configured tank BARGES ranging for 60,000 to 100,000 barrels in capacity with overall lengths of 311' to 413' LOA of considerable complexity have been constructed incorporating extensive cargo, ballast water, slop and fuel handing systems consisting of multiple pumps, valves, and tank level indicating instrumentation. Power generation for all the aforementioned equipment as well as fire fighting , lightering, mooring machinery and other services are incorporated in these BARGES.

Customers include Reinauer Transportation, Sirius Marine, Seaboats, Caddell Dry Dock and Lyon Dry Dock.

### A4. PAST PERFORMANCE – EVALUATION CRITERIA

Senesco has not participated in a government sponsored project leading to a formal rating . All Seneco customers have been commercial enterprises with virtually all projects undertaken since new ownership in 2007 having been completed in good order with a satisfied customer. Please contact the following three clients for confirmation of Senesco's performance.

Reinauer Transportation, Jason Reinauer, [jasonr@reinauer.com](mailto:jasonr@reinauer.com)

Caddell Dry Dock and Repair Company, Steven Kalil, [sk@caddelldrydock.com](mailto:sk@caddelldrydock.com)

Hughes Bros. Inc., Brian Hughes, [Brianhughes@hughesmarine.com](mailto:Brianhughes@hughesmarine.com)

**A5. PAST PERFORMANCE –PROPOSAL SUBMITTAL REQUIREMENTS**

Senesco has performed no government contracts in the last five years. Commercial contracts valued at over \$4 million finished or underway over the last three years are as follow below. All vessels noted below are more complex than the contemplated ProvPort deck barges. All contracts were successfully completed on time and budget and those contracts underway are on schedule relative to cost and delivery. There have been no projects in the last five years that were not completed.

Reinauer Transportation - Four tugs @ \$15 million each, Five barges @ \$20 million each

Caddell Dry Dock – floating dry dock @ \$13 million

McAllister Towing – Two tugs @ \$10 million each

**BID FORM**

Date: September 3, 2013  
RFP # 7502365

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

**Project: CONSTRUCTION, TESTING AND DELIVERY OF TWO DRY CARGO DECK BARGES**

Design, construct, and test two (2) Dry Cargo Deck Barges for stevedoring operations at ProvPort. The Barges shall each accommodate one (1) Leibherr Mobile Harbor Cranes (customized Model LHM 550 Litronic). The barges shall be constructed in accordance with the attached plans and specifications.

Submitted by: SENECO MARINE, LLC  
10 MACNAUGHT STREET  
NORTH KINGSTOWN, RI 02852  
PH-401-295-0373, FAX-401-294-4110 - MFOSTER@SENECO MARINE.COM

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

**1. BID**

Having examined all matters referred in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by JMS Naval Architects Salvage Engineers. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT
0001	<b>CONSTRUCT AND TEST</b> the Barge(s). This item is initiated only by a Notice to Proceed issued by the Contracting Officer. The Contractor may not start this Item until a Purchase Order is Received.	2	EACH

\$   7 ,   1 1 4 ,   3 4 0 .   0 0

Numeric Unit Price Item 0001 (1 barge)

SEVEN MILLION, ONE HUNDRED FOURTEEN THOUSAND, THREE HUNDRED FORTY  
Written Unit Price Item 0001 (1 barge)

\$ 13,859,385.00

Total Extended Price Item 0001 (2 Barges)

THIRTEEN MILLION, EIGHT HUNDRED FIFTY NINE THOUSAND, THREE HUNDRED  
 Total Written Extended Price Item 0001 (2 Barges) EIGHTY FIVE

ITEM NUMBER	QTY	UNIT
0001A DELIVERY (SHIPPING) for the barge as specified in Technical Specifications.	2	EACH

This item is initiated only by a Notice to Proceed issued by the Contracting Officer. The Contractor may not start this item until a Purchase Order is Received.

\$ 8,500.00

Numeric Unit Price 0001A (Delivery, 1 Barge)

EIGHT THOUSAND, FIVE HUNDRED

Written Unit Price Item 0001A (Delivery, 1 Barge)

\$ 17,000.00

Total Extended Price 0001A (Delivery, 2 Barges)

SEVENTEEN THOUSAND

Total Written Extended Price Item 0001A (Delivery, 2 Barges)

**TOTAL EXTENDED PRICE FOR CONSTRUCTION TESTING AND  
DELIVERY/SHIPPING ITEMS 0001 AND 0001A**

\$ 13,876,385.00

Numeric Total Extended Price 0001 AND 0001A (2 Barges)

THIRTEEN MILLION, EIGHT HUNDRED SEVENTY SIX THOUSAND, THREE HUNDRED  
Written Total Extended Price 0001 AND 0001A (2 Barges) EIGHTY FIVE

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO  
BID AS PART OF THE ABOVE COST.

2.

**BID FORM SIGNATURE(S)**

Senesco Marine LLC  
(Bidder's name)

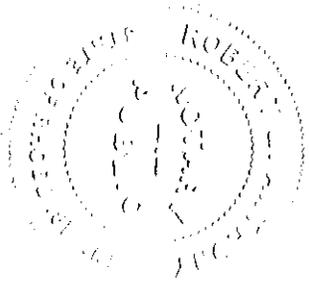
By: [Signature]

Title: VPGM

Corporate Seal:

[Signature] 10/15/2013  
Robert L. Anthony  
Notary Public  
My Comm. Expires 3/15/2015

**END OF BID FORM**



**FIDELITY AND DEPOSIT COMPANY**  
 OF MARYLAND  
 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**  
 As Of December 31, 2012

**ASSETS**

Bonds .....	\$ 157,177,826
Stocks .....	23,000,311
Cash and Short Term Investments.....	119,155
Reinsurance Recoverable .....	17,923,564
Other Accounts Receivable.....	35,473,256
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 233,694,113</b>

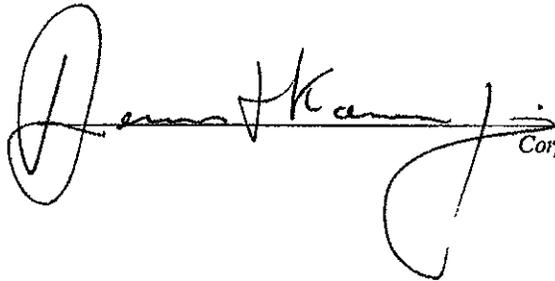
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses.....	\$ 74,782
Ceded Reinsurance Premiums Payable .....	48,323,524
Securities Lending Collateral Liability .....	1,716,240
<b>TOTAL LIABILITIES .....</b>	<b>\$ 50,114,546</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	178,579,567
Surplus as regards Policyholders.....	183,579,567
<b>TOTAL .....</b>	<b>\$ 233,694,113</b>

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

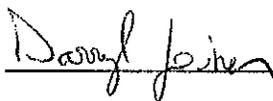
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

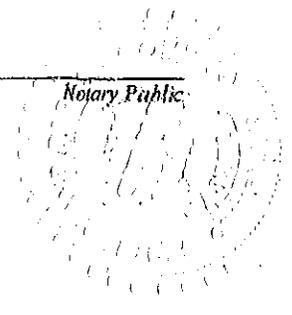
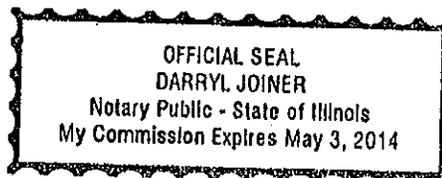
  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

  
 \_\_\_\_\_

Notary Public



9/26/2013  
Shantilal P. Senjalia

ACKNOWLEDGMENT OF SURETY

SHANTILAL P. SENJALIA  
Notary Public, State of New York  
No. 01SE5021561  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires December 20, 2013

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 26th day of September in the year 2013 before me personally came Jerome Petrizzi to me known, who being by me duly sworn, did depose and say that he resides in the City of New York, New York, that he is the Attorney-in-Fact of The Fidelity and Deposit Company of Maryland, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF RHODE ISLAND

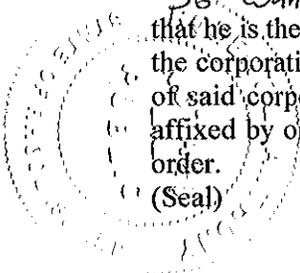
SS.:

COUNTY OF

  
Robert L. Anthony  
Notary Public  
My Comm. Expires 3/15/2015

On this 15<sup>th</sup> day of October in the year 2013 before me personally came Michael J. Foster to me known, who, being by me duly sworn, did depose and say that he resides at 36 White Oak Dr, Weymouth RI that he is the General Manager of Senesco Marine LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal)



ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF RHODE ISLAND

SS.:

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same as and for the act and deed of said firm.

**Bid Bond**  
**SURETY DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS,  
That we, Senesco Marine, LLC of 10 MacNaught Street, North Kingstown, Rhode Island 02852 as Principal,

hereinafter called the Principal, and the Fidelity and Deposit Company of Maryland, existing under the laws of the State of Maryland, whose principal office is in Baltimore, Maryland, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Rhode Island, Division of Purchase, Department of Administration, Rhode Island Economic Development Corporation (RIEDC), 315 Iron horse Way, Providence, Rhode Island 02908 hereinafter called the Oblige,

in the sum of Five (5%) Percent of the greatest amount bid

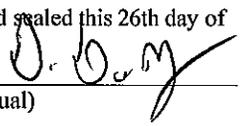
for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the Principal has submitted a bid for the Construction and delivery of two (2) identical 300' x 72' x20' deck barges.

**NOW, THEREFORE**, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige 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 for 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 26th day of September A.D. 2013

Witness  
(if Individual)



Senesco Marine, LLC  
(Principal)

BY [Signature] VPGM (Seal)  
(Title)

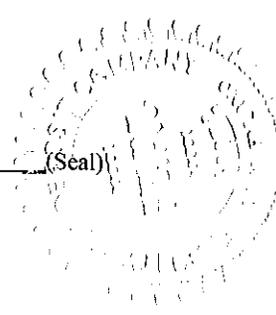
10/15/13

Attest  
(if Corporation)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

The Fidelity and Deposit Company of Maryland (Seal)  
(Surety)

By [Signature]  
Jerome Petrizzi, Attorney-in-fact



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Jerome PETRIZZI, of New York, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of October, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*Theodore G. Martinez*

By:

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 31st day of October, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

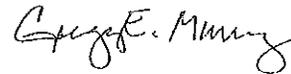
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26th day of September, 2013.



Assistant Secretary