

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548454A2
Bid/RFP Title: WHIPPLE HALL EJECTION STATION DISCHARGE - RIC (51 PGS)

Opening Date & Time: 3/12/2014 11:00 AM

RIVIP Vendor ID #: 6124

Vendor Name: East Coast Landscaping & Construction, Inc.
Address: 202 Chase Road
Portsmouth , RI 02871
USA

Telephone: (401) 683-5656
Fax: (401) 683-5662
E-Mail: billyreed@eastcoastconstruction.com
Contact Person: Billy Reed
Title: Chief Estimator
R.I. Foreign Corp #:

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

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

SECTION 2 – REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS 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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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

SECTION 3 - AWARD DETERMINATION

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

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

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

SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

SECTION 5 – CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- 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.
- 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.
- 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.
- 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.
- 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".
- 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.
- 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.
- 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.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- 12. I/we certify that the above vendor information is correct and complete.

**BID FORM
TO**

Rhode Island College

Infrastructure Improvements

Whipple Hall Ejector Station Discharge Modification

Contract Number: XXXXXXXXXXXX

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, RI 02903 and dated August 2013 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence ten days following the Effective Date of the Agreement, and to fully complete the work on or before June 30, 2014, and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, \$750.00 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1 1/2

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

**RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:**

BID FORM

<u>Item No.</u>	<u>Estimated Quantity</u>		<u>Brief Description of Items With Unit Bid Price in Words</u>	<u>Unit Bid Price In Figures</u>	<u>Amount in Figures</u>
1a	690	lin. ft	Furnish and install new 8-inch CL52 Ductile Iron (DI) pipe, including earth excavation and backfill <u>TWO HUNDRED DOLLARS</u> per linear foot	<u>\$ 200.00</u>	<u>\$ 138,000.00</u>
1b	2	ea.	Furnish and install new 6-inch CL 52 Ductile Iron (DI) sanitary sewer service <u>FIVE THOUSAND DOLLARS</u> each	<u>\$ 5,000.00</u>	<u>\$ 10,000.00</u>
2a	3	ea.	Furnish and install 4' diameter, precast concrete manhole, <u>SIX THOUSAND TWO HUNDRED AND SEVENTY FIVE DOLLARS</u> each	<u>\$ 6,215.00</u>	<u>\$ 18,825.00</u>
2b	1	ea.	Furnish and install new 5' DIA SMH, including bypass, connection of existing, transition pipe, and outside drop connection <u>TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS</u> each	<u>\$ 25,500.00</u>	<u>\$ 25,500.00</u>
3a	100	c.y.	Rock and boulder excavation <u>Fifty Dollars</u> per cubic yard	<u>\$50.00</u>	<u>\$5,000.00</u>
3b	100	c.y.	Additional payment for rock and boulder excavation over the established price <u>ONE DOLLAR</u> per cubic yard **Negative unit bid price will not be allowed	<u>\$ 1.00</u>	<u>\$ 100.00</u>

**RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:**

BID FORM

<u>Item No.</u>	<u>Estimated Quantity</u>		<u>Brief Description of Items With Unit Bid Price in Words</u>	<u>Unit Bid Price In Figures</u>	<u>Amount in Figures</u>
4a	120	c.y.	Bank-run gravel for pavement, driveway and sidewalk base <u>TWENTY DOLLARS</u> per cubic yard	\$ <u>20.00</u>	\$ <u>2,400.00</u>
4b	100	c.y.	Screened gravel <u>TWENTY FIVE DOLLARS</u> per cubic yard	\$ <u>25.00</u>	\$ <u>2,500.00</u>
5	20	c.y.	Excavation below normal grade including gravel refill <u>TWENTY FIVE DOLLARS</u> per cubic yard	\$ <u>25.00</u>	\$ <u>500.00</u>
6	50	c.y.	Miscellaneous concrete <u>TWO HUNDRED AND FIFTY DOLLARS</u> per cubic yard	\$ <u>250.00</u>	\$ <u>12,500.00</u>
7a	320	sq. yd.	Furnish and install initial trench-width pavement, which includes 2-1/2-inch thick plant mix binder course <u>TWENTY FOUR DOLLARS</u> per square yard	\$ <u>24.00</u>	\$ <u>7,680.00</u>
7b	470	sq. yd.	Furnish and install final trench-width pavement, which includes 2-1/2-inch Binder and 1 1/2-inch thick Class 1-1, top course <u>FORTY DOLLARS</u> per square yard	\$ <u>40.00</u>	\$ <u>18,800.00</u>
7c	120	sq. yd.	Concrete Walk Repair, including curb <u>SEVENTY TWO DOLLARS</u> per square yard	\$ <u>72.00</u>	\$ <u>8,640.00</u>

**RHODE ISLAND COLLEGE
WHIPPLE HALL EJECTOR STATION DISCHARGE MODIFICATION
CONTRACT NO:**

BID FORM

<u>Item No.</u>	<u>Estimated Quantity</u>		<u>Brief Description of Items With Unit Bid Price in Words</u>	<u>Unit Bid Price In Figures</u>	<u>Amount in Figures</u>
8	50	c.y.	Test Pits <u>FIFTY DOLLARS</u> per cubic yard	<u>\$ 50.00</u>	<u>\$ 2,500.00</u>
9	1	L.S.	Policing Allowance <u>Twenty Eight Thousand Dollars Allowance</u>	<u>\$ 28,000.00</u>	<u>\$28,000.00</u>
10	1	L.S.	Miscellaneous work and clean up <u>THIRTY THREE THOUSAND THREE HUNDRED DOLLARS</u> lump sum	<u>\$ 33,300.00</u>	<u>\$ 33,300.00</u>
11a	175	TON	Handling of regulated non-hazardous soils <u>Forty Five Dollars</u> lump sum		<u>\$ 7,875.00</u>
11b	175	TON	Handling of regulated hazardous soils <u>Forty Five Dollars</u> lump sum		<u>\$ 7,875.00</u>

BID SUMMARY

SUBTOTAL PAGE 00300-4:	<u>\$ 79,550.00</u>
SUBTOTAL PAGE 00300-3:	<u>\$ 53,020.00</u>
SUBTOTAL PAGE 00300-2:	<u>\$ 197,425.00</u>
SUBTOTAL BID PRICE	<u>\$ 329,995.00</u>

12	1	L.S.	Mobilization (Not to exceed 5% of subtotal bid price above) <u>FIFTEEN THOUSAND DOLLARS</u> lump sum	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
TOTAL BID PRICE					<u>\$ 344,995.00</u>

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the Conditions of the Contract and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

KURT BOUTON, PRESIDENT

MAX ESSERY, VICE PRESIDENT

WILLIAM REED, SECRETARY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

05-0422596
Social Security Number
or Federal Identification
Number

EAST COAST LANDSCAPING &
CONSTRUCTION, INC.
Signature of Individual or
Corporate Name

By: [Signature]
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

WILLIAM REED
(Name)

By: SECRETARY
(Title)

202 CHASE ROAD
(Business Address)

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All Rights Reserved

133080-98868
3/4/2014

PORTSMOUTH, RI 02871
(City and State)

Date MARCH 12, 2014

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1142093

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **East Coast Landscaping and Construction Inc.**

202 Chase Road Portsmouth, RI 02871

(hereinafter called the Principal)

as Principal, and the **SELECTIVE INSURANCE COMPANY OF AMERICA**, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto **Rhode Island College**

Purchasing Department, 600 Mt. Pleasant Avenue, Building #5 Providence, RI 02908

(hereinafter called the Obligee)

in the full and just sum of **5 % Percent of the Total Bid Amount**

(**5%**), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **10th** day of **March** A.D. **2014**.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for

Install new sewer line and associated concrete, asphalt paving and loam and seeding

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

East Coast Landscaping and Construction Inc.

WITNESS:

(If individual or Firm)

(SEAL)

(SEAL)

(SEAL)

Principal

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Paul J. Damiano

Attorney-in-Fact
Paul J. Damiano

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.

Notary Public _____ County

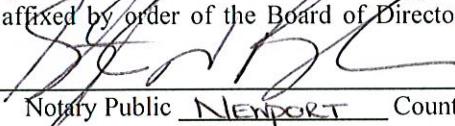
(Corporation)

STATE OF RHODE ISLAND }
COUNTY OF NEWPORT } ss:

On this 12TH day of MARCH, 2014, before me personally appeared WILLIAM REED

to me known, who, being by me duly sworn, did depose and say that he/she resides in PERTSHAM, RI

that he/she is the SECRETARY of EAST COAST LANDSCAPING & CONSTRUCTION, INC. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.



Notary Public NEWPORT County

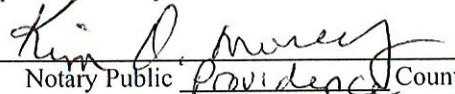
ACKNOWLEDGMENT OF SURETY

STATE OF Rhode Island }
COUNTY OF Providence } ss:

On this 10th day of March, 2014, before me personally appeared Paul J. Damiano to me known, who, being by me duly sworn, did depose and say that he/she resides in Rhode Island

that he/she is the Attorney-in-Fact of the Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Paul J. Damiano and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Paul J. Damiano and was subscribed thereto by like order of the Board of Directors in the presence of deponent.



Notary Public Providence County

Kim D. Morey
Notary Public
My Commission Expires 11/16/16



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1142093

POWER OF ATTORNEY

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Paul J. Damiano**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Three Hundred Fifty Thousand Dollars (\$350,000.00)**

Signed this 10th day of March, 2014

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Timothy A. Marchio
Timothy A. Marchio
Its VP, Bond Department



STATE OF NEW JERSEY :

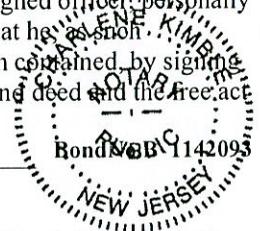
:ss. Branchville

COUNTY OF SUSSEX :

On this 10th day of March, 2014 before me, the undersigned officer, personally appeared Timothy A. Marchio, who acknowledged himself to be the Vice President of SICA, and that he is not Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2016

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 10th day of March, 2014.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that to be certified an act of terrorism the event must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

Coverage for acts of terrorism is already included in your current bond. In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under that Act.

DISCLOSURE OF PREMIUM

Your current bond includes coverage for terrorist acts certified under the Act for no additional premium.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.