

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7458186A3  
**Bid/RFP Title:** CONSTRUCTION OF FISH LADDERS AT MAIN STREET AND SLATER MILL DAMS (3 PAGES)  
**Opening Date & Time:** 12/14/2012 10:30 AM  
**RIVIP Vendor ID #:** 15165  
**Vendor Name:** John Rocchio Corp.  
**Address:** 20 Lark Industrial Pkwy  
Smithfield , RI 02828  
USA  
**Telephone:** (401) 949-5565  
**Fax:** (401) 949-5310  
**E-Mail:** msarrasin@johnrocchiocorp.com  
**Contact Person:** Michael E. Sarrasin  
**Title:** Sr. Estimator  
**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.

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.
- Y 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).

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).

Y 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.

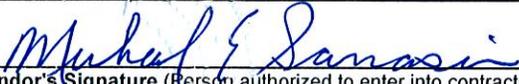
---

---

---

---

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 12-14-2012

Michael E. Sarrasin, Sr. Estimator  
Name and Title of company official signing offer

Print

**SECTION 00 60 10  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, John Rocchio Corporation as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of Five Percent (5%) of the Attached Bid dollars (\$-----5%-----), well and truly to paid, and for the payment of which we and each of us hereby 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 ***Lower Blackstone Fish Passage Project at Main Street Dam and Slater Mill Dam in Pawtucket, RI.***

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the Principal shall enter into a Contract with the State of Rhode Island in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the State of Rhode Island the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the State of Rhode Island 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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this 14th day of December, 2012.

WITNESS: John Rocchio Corporation  
(Principal)

By: *John A. Rocchio, Pres.*  
(Name & Title) John A. Rocchio, President  
(Affix Corporate Seal)

Travelers Casualty and Surety Company of America  
(Surety)

By: *Elisa P. Cardone*  
Elisa P. Cardone, Attorney-in-Fact  
(Affix Corporate Seal Here)

FEIN No. 05-0476350  
(Attach Power of Attorney to this Bond)

\*\*\*\*\*

**END OF BID BOND**

\*\*\*\*\*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225028

Certificate No. 004955569

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian M. Rossi, Robert G. Padula, Christopher A. Iannotti, Joseph J. Padula, Christopher A. Plympton, and Elisa P. Cardone

of the City of East Greenwich, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of July, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 10th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14<sup>th</sup> day of DECEMBER, 2012

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**SECTION 00 41 13  
BID PROPOSAL FORM**

**Lower Blackstone River Fish Passage  
Project  
at Main Street Dam and Slater Mill Dam  
Pawtucket, RI.**

**P & D PROJECT NUMBER 14-11**

John Rocchio Corporation

**Name of Bidder**

20 Lark Industrial Parkway

**Address**

Smithfield, RI 02828

**Address**

050 476 350

**FEIN No.**

**BID PROPOSAL FORM - GENERAL BIDS**

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for *Lower Blackstone Fish Passage Project at Main Street Dam and Slater Mill Dam in Pawtucket, RI* in accordance with the accompanying Contract Documents, plans and specifications prepared by EA Engineering, Science and Technology, Inc., Warwick RI for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

**A. ADDENDA**

This bid includes Addenda numbered: 1 and dated: 11/13/2012

This bid includes Addenda numbered: 2 and dated: 11/16/2012

This bid includes Addenda numbered: 3 and dated: 12/05/2012

This bid includes Addenda numbered: \_\_\_\_\_ and dated: \_\_\_\_\_

This bid includes Addenda numbered: \_\_\_\_\_ and dated: \_\_\_\_\_

**B. BASE BID ITEMS**

The base bid shall be itemized according to the Main Street Dam Project and the Slater Mill Dam Project indicated on the following tables.

Name of Bidder: JOHN ROCCHIO CORP.

Main Street Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	\$96,000.00	\$96,000.00
2-1	Survey Requirements	LS	1	\$20,000.00	\$20,000.00
2-2	Intake Deck Replacement	LS	1	\$25,000.00	\$25,000.00
2-3	Trash Rack Removal	LS	1	\$20,000.00	\$20,000.00
2-4	Intake Foundation Modification	LS	1	\$65,000.00	\$65,000.00
3-1	Grout and Grout Bag Footings	CY	70	\$ 2,200.00	\$154,000.00
3-2	Precast Concrete Fishway Sections	LS	1	\$1,930,000.00	\$1,930,000.00
3-3	Concrete Form Liners	LS	1	\$33,000.00	\$33,000.00
3-4	Concrete Staining	LS	1	\$25,000.00	\$25,000.00
3-5	Cast-in-place Concrete Exit Channel	CY	75	\$3,000.00	\$225,000.00
3-6	SHPO Approval of Concrete Staining and Form Lining	LS	1	\$20,000.00	\$20,000.00
3-7	Cast-in-place Concrete Fish Counting Station	CY	10	\$4,800.00	\$48,000.00
5-1	Fish Viewing Bottom Plate	LS	1	\$5,000.00	\$5,000.00
5-2	Miscellaneous Steel	LS	1	\$440,000.00	\$440,000.00
5-3	Downstream Fish Bypass Sluice	LS	1	\$20,000.00	\$20,000.00
5-4	Aluminum Stoplogs	LS	1	\$30,000.00	\$30,000.00
5-5	Replacement Trash Rack Monorail	LS	1	\$40,000.00	\$40,000.00
5-6	Fish Crowder, V-trap, and Isolation Screens	LS	1	\$10,000.00	\$10,000.00
6-1	Intake Timber Deck Replacement	LS	1	\$40,000.00	\$40,000.00
6-2	Baffles and Miscellaneous Hardware	LS	1	\$32,000.00	\$32,000.00
6-3	Non-Metallic Replacement Trash Racks	LS	1	\$200,000.00	\$200,000.00
8-1	Acrylic Window and Backing Plate	LS	1	\$8,000.00	\$8,000.00
8-2	Watertight Door	LS	1	\$21,000.00	\$21,000.00
13-1	Eel Ladder	LS	1	\$22,000.00	\$22,000.00
13-2	Eel Ladder Water Supply	LS	1	\$14,000.00	\$14,000.00
13-3	Water Level Sensor	LS	1	\$5,000.00	\$5,000.00
26	Electrical	LS	1	\$63,000.00	\$63,000.00
31-1	Clearing, Grubbing, and Excavation	LS	1	\$18,000.00	\$18,000.00
31-2	Rock Removal and Disposal	CY	75	\$1,000.00	\$75,000.00
Main Street Fishway Subtotal This Page					\$3,704,000.00

Name of Bidder: JOHN ROCCHIO CORP

Main Street Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
31-3	Cofferdams and Dewatering	LS	1	\$150,000.00	\$150,000.00
31-4	Temporary Construction Access & Staging Areas	LS	1	\$40,000.00	\$40,000.00
31-5	Barges, Cranes, and Miscellaneous Equipment	LS	1	\$1,525,000.00	\$1,525,000.00
31-6	Erosion and Sediment Control	LS	1	\$15,000.00	\$15,000.00
31-7	Mobilization of Rock Anchor Equipment	LS	1	\$6,000.00	\$6,000.00
31-8	Rock Anchors (60 Kip Design Load)	EA	4	\$8,000.00	\$32,000.00
31-9	Rock Anchors (150 Kip Design Load)	EA	17	\$8,000.00	\$136,000.00
31-10	Powerhouse Intake Sediment Removal and Disposal	CY	450	\$425.00	\$191,250.00
32-1	Fences and Gates	LS	1	\$20,000.00	\$20,000.00
32-2	Slater Mill Park Restoration	LS	1	\$50,000.00	\$50,000.00
32-3	City of Pawtucket Boat Ramp Restoration	LS	1	\$24,000.00	\$24,000.00
35-1	Fishway Entrance Weir Gate	LS	1	\$142,000.00	\$142,000.00
35-2	Downstream Fish Bypass Sluice Multiple Section Gate	LS	1	\$142,000.00	\$142,000.00
41	Replacement Trash Rack Monorail Hoist	LS	1	\$25,000.00	\$25,000.00
Main Street Fishway Subtotal This Page					\$2,498,250.00
Main Street Fishway Contract Total					\$6,202,250.00

Slater Mill Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	\$84,000.00	\$84,000.00
2-1	Survey Requirements	LS	1	\$15,000.00	\$15,000.00
2-2	Timber Dam Removal	LS	1	\$20,000.00	\$20,000.00
3-1	Cast-in-place Concrete Footings and Walls	CY	205	\$1,520.00	\$311,600.00
3-2	Concrete Form Liners	LS	1	\$20,000.00	\$20,000.00
3-3	Concrete Staining	LS	1	\$30,000.00	\$30,000.00
3-4	SHPO Approval of Concrete Staining and Form Lining	LS	1	\$10,000.00	\$10,000.00
3-5	Cast-in-place Concrete Fish Counting Station	CY	10	\$1,800.00	\$18,000.00
Slater Mill Fishway Subtotal This Page					\$508,600.00

Name of Bidder: JOHN ROCCHIO CORP.

Slater Mill Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
5-1	Fish Viewing Bottom Plate	LS	1	\$5,000.00	\$5,000.00
5-2	Miscellaneous Steel	LS	1	\$100,000.00	\$100,000.00
5-3	Fish Crowder, V-Trap and Isolation Screen	LS	1	\$8,000.00	\$8,000.00
5-4	Aluminum Stoplogs	LS	1	\$30,000.00	\$30,000.00
6-1	Timber Dam Restoration	LS	1	\$22,000.00	\$22,000.00
6-2	Baffles and Miscellaneous Hardware	LS	1	\$10,000.00	\$10,000.00
8-1	Acrylic Window and Backing Plate	LS	1	\$8,000.00	\$8,000.00
8-2	Watertight Door	LS	1	\$16,000.00	\$16,000.00
13-1	Eel Ladder	LS	1	\$20,000.00	\$20,000.00
13-2	Eel Ladder Water Supply	LS	1	\$15,000.00	\$15,000.00
26-1	Electrical	LS	1	\$35,000.00	\$35,000.00
31-1	Clearing, Grubbing, and Excavation	LS	1	\$22,000.00	\$22,000.00
31-2	Rock Removal	CY	200	\$350.00	\$70,000.00
31-3	Cofferdams and Dewatering	LS	1	\$155,000.00	\$155,000.00
31-4	Temporary Construction Access & Staging Areas	LS	1	\$42,000.00	\$42,000.00
31-5	Truck-mounted Cranes and Equipment	LS	1	\$115,000.00	\$115,000.00
31-6	Erosion and Sediment Control	LS	1	\$15,000.00	\$15,000.00
31-7	Rock Dowels	LS	1	\$15,000.00	\$15,000.00
31-8	Mobilization of Rock Anchor Equipment	LS	1	\$8,000.00	\$8,000.00
31-9	Rock Anchors (29.5 kip Design Load)	EA	4	\$8,000.00	\$32,000.00
31-10	Sediment Removal and Disposal	CY	10	\$400.00	\$4,000.00
32-1	Fences and Gates	LS	1	\$5,000.00	\$5,000.00
35-1	Non-Overflow Section Weir Gate	LS	1	\$142,000.00	\$142,000.00
35-2	Fishway Exit Isolation Gate	LS	1	\$142,000.00	\$142,000.00
35-3	Articulating Concrete Blocks	LS	1	\$35,000.00	\$35,000.00
				Slater Mill Fishway Subtotal This Page	\$1,071,000.00
				Slater Mill Fishway Contract Total	\$1,579,600.00
				Main Street Fishway Contract Total (From Previous Page)	\$6,202,250.00
				Main Street Fishway and Slater Mill Fishway Total Contract Price	\$7,781,850.00

C. ALTERNATIVES

NONE

D. BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

**MAIN STREET FISHWAY**

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

SIX MILLION ONE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED FIFTY DOLLARS \$ 6,172,250  
 (Price in Words) (Price in Numbers)

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
ELECTRIC	ARIDEN ENG	\$ 30,000
		\$
		\$

TOTAL OF ITEM NO. 2: THIRTY THOUSAND DOLLARS \$ 30,000  
 (Price in Words) (Price in Numbers)

SUM ITEM NO. 1 AND 2: SIX MILLION TWO HUNDRED THIRTYTHOUSAND TWO HUNDRED FIFTY DOLLARS \$ 6,202,250  
 (Price in Words) (Price in Numbers)

**SLATER MILL FISHWAY**

ITEM 3. The work of the General Contractor, being all work performed by the General Contractor's own work force:

ONE MILLION FIVE HUNDRED FIFTY NINE THOUSAND SIX HUNDRED DOLLARS \$ 1,559,600  
 (Price in Words) (Price in Numbers)

TOTAL OF ITEM NO. 3: ONE MILLION FIVE HUNDRED FIFTY NINE THOUSAND SIX HUNDRED DOLLARS \$ 1,559,600  
 (Price in Words) (Price in Numbers)

ITEM 4. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 3 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
ELECTRIC	ARIDEN ENG	\$ 20,000 -
		\$
		\$

TOTAL OF ITEM NO. 4: TWENTY THOUSAND DOLLARS \$ 20,000 -  
 (Price in Words) (Price in Numbers)

SUM ITEM NO. 3 AND 4: ONE MILLION FIVE HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED DOLLARS \$ 1,579,600  
 (Price in Words) (Price in Numbers)

**E. QUALIFICATIONS OF SUBCONTRACTORS**

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

The undersigned agrees that if selected as General Contractor, the bidder will promptly confer with the Chief Purchasing Agent on the question of Subcontractors. The Purchasing Agent shall reject as a Subcontractor and require a substitute for any Subcontractor listed above against whose qualifications and ability the Department of Environmental Management rejects.

**F. LEGAL ORGANIZATION**

The undersigned is a ~~(an)~~ Corporation (Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

**G. QUALIFICATIONS TO PERFORM WORK**

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for 18+ years.
2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. <u>Please see attached Exhibit "A"</u>			\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

## SIMILAR PROJECTS

## EXHIBIT "A"

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Owner</u>	<u>Reference Name</u>	<u>Telephone Number</u>
October , 2007	Design/Build Replacement of Crescent View Avenue Culverts, East Providence, RI	\$1,168,507.00	City of East Providence, RI	City of East Providence, RI Eric Skadberg	401-435-7700
July, 2009	Upper Shawme Dam Sandwich, Massachusetts	\$785,123.00	Town of Sandwich, Massachusetts	Town of Sandwich, MA George Dunham	508-888-4910 <del>508-294-9941</del>
August, 2012	Fish Passage Facilities – Turner Reservoir	\$1,227,735.75	US Army Corps of Engineers New England District 696 Virginia Road Concord, MA 01742-2751	US Army Corps of Engineers Christopher Turek	
February, 2013	Floatables Control Project, Outfalls, 205, 219, and 220, Pawtucket, Rhode Island	\$4,202,036.00	Narragansett Bay Commission 102 Campbell Avenue East Providence, RI 02916	Narragansett Bay Commission Richard Bernier	<del>401-641-1416</del>

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1. <u>Please see attached Exhibit "B"</u>				\$ _____
2. _____	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	\$ _____
4. _____	_____	_____	_____	\$ _____
5. _____	_____	_____	_____	\$ _____

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is / is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.  
If Yes please explain.

I. REQUIREMENT FOR LICENSE NUMBER

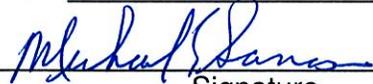
In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 34380 issued by: State of Rhode Island

THE UNDERSIGNED ACKNOWLEDGES BY SIGNATURE BELOW THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS THE INFORMATION TO BIDDERS, THE TERMS OF WHICH ARE HEREBY INCORPORATED INTO THIS PROPOSAL.

DATE: 12/14/2012

BIDDER: John Rochio Corporation

BY:   
Signature Title

BUSINESS ADDRESS: 20 Lark Industrial Parkway  
Smithfield, RI 02828

TELEPHONE NUMBER: (401) 949-5565

FEIN NO.: 05-0476350

\*\*\*\*\*

**END OF PROPOSAL BID PROPOSAL FORM**

\*\*\*\*\*

**COMPLETED PROJECTS**

**EXHIBIT "B"**

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>State Agency and Contact</u>
November, 2008	Repairs to Shippee Bridge No. 307	\$243,900.00	State of Rhode Island Dept. of Transportation One Capitol Hill Providence, RI 02908 Frank Corrao III, P.E. Telephone No.: 401-222-2468
November, 2010	Emergency Repairs to Yawgoo Valley Road RI Contract No. 2010-DF-010	\$197,500.00	State of Rhode Island Dept. of Transportation One Capitol Hill Providence, RI 02908 Frank Corrao III, P.E. Telephone No.: 401-222-2468
November, 2010	Emergency Repairs to Old Usquepaugh Road RI Contract No. 2010-DF-027	\$125,000.00	State of Rhode Island Department of Transportation One Capitol Hill Providence, RI 02908 Frank Corrao III, P.E. Telephone No.: 401-222-2468
August, 2011	Dillon's Corner Br. 481, Point Judith Br. 482, Peacedale Br. 178 - RI Contract No. 2009-CB-087	\$6,000,000.00	State of Rhode Island Department of Transportation One Capitol Hill Providence, RI 02908 Frank Corrao III, P.E. Telephone No.: 401-222-2468



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

Certification Number: 12113114350

The office of the Secretary of State of the State of Rhode Island and Providence Plantations,  
HEREBY CERTIFIES, that

John Rocchio Corporation

a Rhode Island corporation, filed original articles of incorporation in this office on

February 24, 1994

Effective

February 24, 1994

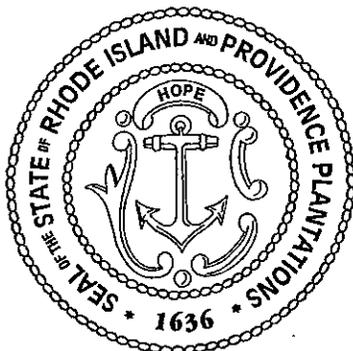
IT IS FURTHER CERTIFIED that as of this date said corporation is duly organized and existing under and by virtue of the laws of the State of Rhode Island and is in good standing according to the records of this office.

SIGNED AND SEALED ON

Monday, November 19, 2012

Secretary of State

Authorized Agent





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Office of the Secretary of State

James R. Langevin, Secretary of State

The Office of the Secretary of the State of Rhode Island and Providence Plantations, HEREBY CERTIFIES that

**Platinum, Inc.**

a Rhode Island corporation, filed original articles of incorporation in this office on the twenty-fourth day of February A.D., 1994; and

IT IS FURTHER CERTIFIED that articles of amendment were filed in this office on the twenty-seventh day of July A.D., 1994 changing the corporate name to **Platinum Industries, Inc.**; and

IT IS FURTHER CERTIFIED that articles of amendment were filed in this office on the nineteenth day of February A.D., 1997 changing the corporate name to **John Rocchio Corporation**; and

IT IS FURTHER CERTIFIED that said corporation is now of record and in good standing in this office.

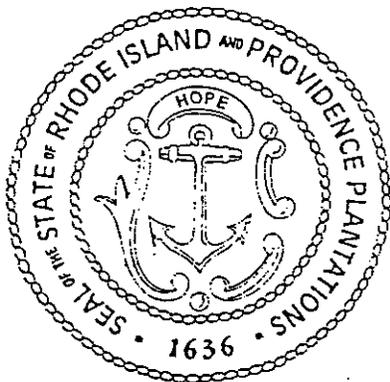
SIGNED AND SEALED this  
twenty-fifth day of February, A.D.,  
1997.

*James R. Langevin*

Secretary of State

BY *Debra Antonelli*

Duly Authorized Agent  
Secretary of State  
Corporations Division



Filing Fee \$50.00



Corp I.D #.....

State of Rhode Island and Providence Plantations

Office of the Secretary of State  
100 North Main Street  
Providence, Rhode Island  
02903-1335

PLEASE TAKE NOTICE that the corporation must be in good standing prior to filing

**DUPLICATE ORIGINAL OF  
ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
PLATINUM INDUSTRIES, INC.**

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

**Platinum Industries, Inc.**

FIRST: The name of the corporation is .....

~~February 10, 1997~~.....

SECOND: The shareholders of the corporation on ....., 19....., in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment (s) to the Articles of Incorporation:

[Insert Amendment(s)]

First be changed as follows:

The name of the corporation is: John Rocchio Corporation

RECEIVED  
SECRETARY OF STATE  
GOVERNMENT DIV.  
FEB 19 1 52 PM '97

**FILED**  
FEB 19 1997  
cc # 63  
BY 179734

THIRD: The number of shares of the corporation outstanding at the time of such adoption was .....; and the number of shares entitled to vote thereon was .....400.....

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
Common	200

FIFTH: The number of shares voted for such amendment was .....; and the number of shares voted against such amendment was .....200.....

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

none

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

none

Dated Feb. 10, 1997

..... Platinum Industries, Inc. ....  
 By Deane M. Roebler .....  
 Its ..... President or Vice President  
 and Deane M. Roebler .....  
 Its ..... Secretary or ~~Assistant Secretary~~ .....

STATE OF RHODE ISLAND

COUNTY OF Providence

} Sc.

At ~~Providence~~ Greensboro, Smithfield in said County this 10th day of February, 1997, personally appeared before me Diane M. Rechin, who being by me first duly sworn, declared that he/she is the President and Secretary of Platinum Industries, Inc. that he/she signed the foregoing document as President/Secretary of the corporation, and that the statements therein contained are true.

Kathy A. James  
Notary Public

my commission expires: 6/26/97

(NOTARIAL SEAL)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF

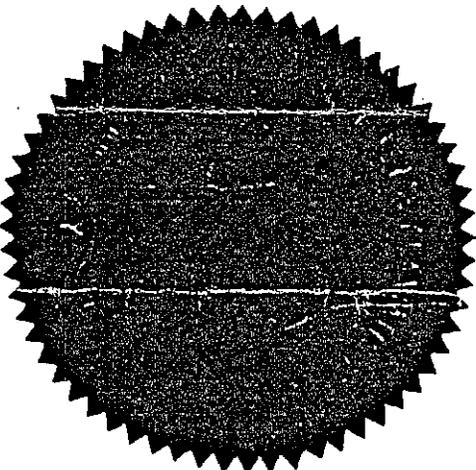
Platinum Industries, Inc.

I, Maureen Ewing, Acting Deputy Secretary of State, hereby certify that duplicate originals of Articles of Amendment to the Articles of Incorporation of Platinum Industries, Inc.

duly signed and verified pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law and that the foregoing is a duplicate original of the Articles of Amendment.

WITNESS my hand and the seal of the State of Rhode Island this 19th day of February 1997.

Maureen Ewing  
Acting Deputy Secretary of State



**State of Rhode Island and Providence Plantations**

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
Platinum, Inc.**

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** The name of the corporation is .....  
.....Platinum, Inc.

**SECOND:** The shareholders of the corporation on..... February 25, 1994, 19....., in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

the name of the corporation be changed from Platinum, Inc. to  
Platinum Industries, Inc.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was.....400.....; and the number of shares entitled to vote thereon was.....200.....

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
common	200

200

FIFTH: The number of shares voted for such amendment was.....; and the number of shares voted against such amendment was.....0.....

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

none

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

none

Dated..... July 20 ....., 19 94

Platinum, Inc.

By Diane M. Rocchio  
Its..... President  
and Diane M. Rocchio  
Its..... Secretary

STATE OF RHODE ISLAND

COUNTY OF Providence

} Sc.

At Cranston Smithfield in said county on this 20th day of

July, 1994, personally appeared before me Diane M. Rocchio

, who, being by me first duly sworn, declared that he/she is the

President of Platinum, Inc.

the he/she signed the foregoing document as President of the

corporation, and that the statements therein contained are true.

Kathy A. Jones  
Notary Public

(NOTARIAL SEAL)

Corp. I.D. # \_\_\_\_\_

State of Rhode Island and Providence Plantations  
BUSINESS CORPORATION

DUPLICATE ORIGINAL ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

FIRST. The name of the corporation is Platinum, Inc.

(A close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)

SECOND. The period of its duration is (if perpetual, so state) perpetual

THIRD. The purpose or purposes for which the corporation is organized are:

**all types of commercial and residential construction and masonry, remodeling, repair, leasing and resale of equipment and tools used for said purposes.**

The corporation shall have power: (See §7-1.1-4 of the General Laws, 1956, as amended.)

(a) To have perpetual succession by its corporate name unless a limited period of duration is stated in its articles of incorporation.

(b) To sue and be sued, complain and defend, in its corporate name.

(c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

(d) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.

(e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.

(f) To lend money and to use its credit to assist its employees.

(g) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

(h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.

(i) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(j) To conduct its business, carry on its operations, and have offices and exercise the powers granted by this chapter, within or without this state.

(k) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensation.

(l) To make and alter by-laws, not inconsistent with its articles of incorporation or with the laws of this state, for the administration and regulation of the affairs of the corporation.

(m) To make donations for the public welfare or for charitable, scientific or educational purposes.

(n) To transact any lawful business which the board of directors shall find will be in aid of governmental authority.

(o) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.

(p) To provide insurance for its benefit on the life of any of its directors, officers, or employees, or on the life of any stockholder for the purpose of acquiring at his death shares of its stock owned by such stockholder.

(q) To be a promoter, partner, member, associate, or manager of any partnership, enterprise or venture.

(r) To have and exercise all powers necessary or convenient to effect its purposes.

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is:

six hundred (600)

(a) *If only one class:* Total number of shares .....

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

no par value

or

(b) *If more than one class:* Total number of shares .....

(State (A) the number of shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

FIFTH. Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

SIXTH. Provisions (if any) for the regulation of the internal affairs of the corporation:

SEVENTH. The address of the initial registered office of the corporation is 1326 Plainfield Street, Cranston, Rhode Island 02920 (add Zip Code) and the name of its initial registered agent at such address is: Paul A. Sassi

EIGHTH. The number of directors constituting the initial board of directors of the corporation is three and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended, state the name(s) and address(es) of the officers of the corporation.)

Name	Address
Paul A. Sassi	1326 Plainfield Street, Cranston, R.I.
Maria A. Paliotta	"
Lisa Godin	"

NINTH. The name and address of each incorporator is:

Name	Address
Paul A. Sassi	1326 Plainfield Street, Cranston, R.I.

TENTH. Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation): February 24, 1994

Dated February 23, 1994

*Paul A. Sassi*

NOTES TO MYSELF

ERRANDS TO RUN	PHONE CALLS

STATE OF RHODE ISLAND }  
COUNTY OF Providence } In the City of Cranston  
in said county this 24 day of February, A.D. 1994

then personally appeared before me  
Paul A. Sassi

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

*Marin C. Palestro*  
Notary Public  
*Notary Public 8/10/95*

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF INCORPORATION  
OF

Platinum, Inc.

I, Andrea Totolo Acting Deputy Secretary of State  
hereby certify that duplicate originals of Articles of Incorporation for the incorporation  
of Platinum, Inc.

duly signed and verified pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law, and that the foregoing is a duplicate original of the Articles of Incorporation.

WITNESS my hand and the seal of the State of  
Rhode Island this twenty--fourth

day of February, 19 94

*Andrea Totolo*  
Acting Deputy Secretary of State



REC'D [unclear] 17 03

AMT#29  
116068

Filing Fee: \$50.00

Corp. I.D. # .....

**State of Rhode Island and Providence Plantations**  
**DUPLICATE ORIGINAL OF**  
**ARTICLES OF AMENDMENT**  
**TO THE**  
**ARTICLES OF INCORPORATION**  
**OF**  
**Platinum, Inc.**

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is .....  
 ..... **Platinum, Inc.** .....

SECOND: The shareholders of the corporation on ..... **February 25, 1994** ....., 19....., in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

the name of the corporation be changed from **Platinum, Inc.** to  
**Platinum Industries, Inc.**

RECEIVED  
 SECRETARY OF STATE  
 CORPORATE DIVISION  
 JUN 27 12 18 PM '94

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 400; and the number of shares entitled to vote thereon was 200

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
COMMON	200

200

FIFTH: The number of shares voted for such amendment was 0; and the number of shares voted against such amendment was 0

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

none

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

none

Dated July 20, 1901

Platinum, Inc.

By Diane M. Rocchio  
Its President  
and Diane M. Rocchio  
Its Secretary