

“PUBLIC COPY”

RFP NUMBER 7461286

RHODE ISLAND DEPARTMENT OF ADMINISTRATION

RFP SUBMISSION FOR:

**LADD CENTER PHASE I - HAZARDOUS MATERIALS
MITIGATION, DEMOLITION & SITE RESTORATION OF THE
HIGGINS BUILDING, HOWE BUILDING, GREENE BUILDING,
AND RIVERFIELD BUILDING**

PREPARED BY:



**J. R. VINAGRO CORPORATION
2208 PLAINFIELD PIKE
JOHNSTON, RI 02919
(401)943-7100
FAX(401)647-5041**



ORIGINAL

April 5, 2013

RI Department of Administration
Division of Purchases
One Capitol Hill, 2nd Floor
Providence, RI 02908-5855

**Re: Letter of Interest
RFP 7461286, Ladd Center Phase I -Hazardous Materials Mitigation, Demolition & Site
Restoration of the Higgins Building, Howe Building, Greene Building, and Riverfield Building**

To Whom It May Concern:

We would like to express our interest in the above referenced Request for Proposal (RFP) and to be notified of any updates and amendments pertaining to same. If you should need any additional information regarding this matter please do not hesitate to contact me at 401-943-7100, ext. 120, thank you.

Sincerely,

J.R. VINAGRO CORPORATION

A handwritten signature in blue ink that reads "Karen Hilton". The signature is written in a cursive style.

Karen Hilton
karenh@jrvinagrocorp.com
Project Coordinator

Cc: File

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7461286A2
Bid/RFP Title: LADD CTR PHASE I-HAZARDOUS MATERIALS MITIGATION, DEMOLITION & SITE RESTORATION-VAR.BLDGS ADD.(11PGS)

Opening Date & Time: 4/5/2013 10:00 AM
RIVIP Vendor ID #: 67718
Vendor Name: J.R. Vinagro Corporation
Address: 2208 Plainfield Pike
Johnston , RI 02919
USA
Telephone: 401-943-7100
Fax: 401-647-5041
E-Mail: karenh@jrvinagrocorp.com
Contact Person: Karen Hilton
Title: ProjectCoordinator
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. 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).

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.

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 .

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.

Please see attached.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

 Date 4/5/2013
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Joseph R. Vinagro, President Print
Name and Title of company official signing offer

Section 5 – Certifications and Disclosures

Debarment-

New York Debarment

On June 1, 2010, the New York Workers' Compensation Board assessed J.R. Vinagro Manufacturing & Processing, Inc. with a penalty of \$553.83 for failing to provide disability benefits insurance on a project in New York. Because of administrative error, the penalty was not paid until after the 30-day review period had lapsed, and the company was subject to a one-year debarment from July 1, 2010 to July 1, 2011.

Russell Absi v. Joseph R. Vinagro, Patriot Hauling Co., Inc., and Enviro Crushing & Screening, Inc., C.A. No. P.C. 08-1265. Complaint for assault, breach of contract, fraud, false pretenses and RICO filed with Providence Superior Court by a former employee after Mr. Vinagro was found not guilty in a criminal trial on the assault charge. Judgment for defendants entered on all but the count for assault on Nov. 15, 2010. Judgment for defendants entered on the count for assault on Feb. 17, 2011. Plaintiff did not file an appeal.

ENTITY	DATE	RIDEM NO. NOTICE OF VIOLATION #	ISSUING PARTY	PROPERTY	ALLEGATIONS	DISPOSITION
Joseph R. Vinagro	1/12/2004	RIDEM NOV # OCNW/FW/CO2-0301 and CC&I/WP/03-01	RIDEM	A Street (AP 32, Lot 1, AP 33, Lot 28 and AP 43, Lot 66)	The NOV alleged wetlands alterations and solid waste violations. The NOV sought restoration work and administrative penalties in the amount of \$99,750.	Settlement was proposed by which a conservation easement would be placed on the property and certain replication work would be done. By letter dated May 10, 2004, RIDEM indicated that it would "credit" Vinagro with \$99,750 toward the administrative penalty amount in exchange for placement of the conservation easement on the property. By interoffice memo dated December 30, 2010, Dave Chopy indicated that the work required under the 2004 NOV had been completed but the penalty had not been paid.
Joseph R. Vinagro	12/7/2001	RIDEM NOV # CC&I/SW #01-031 and Wetlands COI-0062	RIDEM	A Street, Shun Pike, Johnston, RI (AP 33, Lot 28)	The NOV alleged unauthorized freshwater wetlands alterations and operation of an unlicensed solid waste management facility. The NOV sought penalties in the amount of \$218,634. It also required restoration work.	The NOV was resolved through a Consent Agreement dated 9/4/03 pursuant to which Respondents agreed to restore the wetlands and pay an administrative penalty of \$29,200 in installments. The NOV was released by a Release of Violation dated 1/31/11.



AIA

Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address)

J.R. VINAGRO CORPORATION
2208 Plainfield Pike
Johnston, RI 02919

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street
Philadelphia, PA 19106

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

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

OWNER:

(Name, legal status and address)

STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS
RHODE ISLAND DEPT. OF ADMINISTRATION
ONE CAPITOL HILL
Providence, RI 02908-5855

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: JRVINAGRO214

PROJECT: LADD CENTER PHASE I HAZARDOUS MATERIALS MITIGATION, DEMOLITION, AND SITE RESTORATION OF THE HIGGINS BUILDING, HOWE BUILDING, GREENE BUILDING, AND RIVERFIELD BUILDING, JOSEPH P. LADD CENTER, EXETER, RI. RFP 7461286

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

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

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

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

Signed and sealed this **2nd** day of **April**, 2013.

Karen Helton
(Witness)

Tina Elsmar
(Witness)

J.R. VINAGRO CORPORATION
(Principal)

(Seal)

Joseph R. Vinagro, President
(Title) WESTCHESTER FIRE INSURANCE COMPANY

(Surety)

Nancy Castonguay, ATTORNEY-IN-FACT
(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Heidi Rodzen, Joline L. Binette, Nancy Castonguay, Robert Shaw, Jr., all of the City of LEWISTON, Maine, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of May 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 22 day of May, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2ND day of APRIL, 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 22, 2014.

SECTION 00300

BID FORM

Date: April 1, 2013
RFQ #7461286

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

Project: Ladd Center Phase I
Hazardous Materials Mitigation, Demolition, and Site Restoration of the Higgins Building, Howe Building, Greene Building, and Riverfield Building
Joseph P. Ladd Center, Exeter, RI

Submitted by: J.R. Vinagro Corporation
2208 Plainfield Pike
Johnston, RI 02919
401-943-7100 - Fax 401-647-5041 - karenh@jrvinagrocorp.com - 32217

(Please include in the above spaces the Firms Legal Name, Legal Address, Telephone, Fax Number, Contact E-Mail and Licensee Number if Applicable)

1. BASE BID

Having examined the Place of Work and all matters referred to in the instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc., advertised to Bid on March 11, 2013. Additionally the cost provided herein is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addenda issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for the Base Bid for the sum of:

\$

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7	9
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NUMERIC

Seven Hundred Ninety Thousand, Five Hundred Forty-One Dollars and Seventy-Nine Cents.

WRITTEN

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

00300-1

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows:

Include the following amounts (Collective Sum Total) in Bid, for inclusion in the Base Bid:

ALLOWANCES:

1. Hazardous Materials - \$50,000.

(This allowance shall not include the abatement, removal, and/or disposal of the identified PCB bulk product waste materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.
--

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated March 18, 2013

Addendum No. 2, dated March 29, 2013

Addendum No. 3, dated N/A

Addendum No. 4, dated N/A

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices:

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows:

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget. Additionally, the Owner reserves the right to award Alternates as may be determined to be in the best interests of the Owner.

- A. **Add Alternate No. 1:** Demolition and asbestos, PCB bulk product waste, and lead abatement of existing structures at the Greene Building, including all ancillary work associated with the demolition and restoration as shown on the Contract Drawings.

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NUMERIC

Four Hundred Sixty-Nine Thousand Four Hundred Three Dollars and Seventeen Cents.

WRITTEN

00300-2

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

Description of Service	Contractors Unit Cost
Provide Local Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate Per [Eight (8) Hours]	\$, 4 2 5 . 0 0
One Half Day Rate [Four (4) Hours]	\$, 2 2 5 . 0 0
Provide State Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protect of the Public	
Daily Rate Per Eight (8) Hours	\$, 4 7 5 . 0 0
One Half Day Rate [Four (4) Hours]	\$, 2 5 0 . 0 0
Provide dumpster for use by the Owners own workforce or Owners subcontractors. This includes drop off and pick up of units as well as tipping fees for allowable loads.	
Ten (10) Yard Roll Off Dumpster	\$, 2 3 0 . 0 0
Twenty (20) Yard Roll Off Dumpster	\$, 3 2 5 . 0 0
Thirty (30) Yard Roll Off Dumpster	\$, 3 8 5 . 0 0
Forty (40) yard Roll Off Dumpster	\$, 4 6 0 . 0 0
Flag Person Per Hour Four (4) hour minimum	\$, 3 0 0 . 0 0
Flag Person Per Hour (8) hour minimum	\$, 5 5 0 . 0 0

Ledge/Rock Removal and Disposal with Hammer	
0-500 CY per Cubic Yard	\$, 1 2 5 . 0 0
501 CY and Above per Cubic Yard	\$, 1 2 5 . 0 0
Ledge/Rock Removal and Disposal Using Bristar or Equal Non-Explosive Demolition Agent	
0-500 CY per Cubic Yard	\$, 1 4 0 . 0 0
501 CY and Above per Cubic Yard	\$, 1 4 0 . 0 0
Ledge/Rock Removal and Disposal with Hammer for Trenches	
0-500 CY per Cubic yard	\$, 1 3 5 . 0 0
501 CY and Above per Cubic Yard	\$, 1 3 5 . 0 0
Ledge/Rock Removal and Disposal Using Bristar or Equal Non-Explosive Demolition Agent for Trenches	
0-500 CY per Cubic Yard	\$, 1 6 0 . 0 0
501 CY and Above per Cubic Yard	\$, 1 6 0 . 0 0

Additional Portable Toilets that may be required for use by the Owners Own Work Force and/or Subcontractors. This cost shall include delivery and pick up and maintenance of the units and is base on a single unit. As such the cost is for each unit.	\$, 1 2 5 . 0 0
Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site cleanliness for work performed by the Owners Work Force and/or Owners Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractor's work force.	\$, 6 8 . 0 0
Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1000 LF) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.	
Per Month	\$ 4 , 7 5 0 . 0 0

Demolition and Hazardous Materials Units Costs

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances

are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

Description of Service	Contractors Unit Cost
Provide TCLPS in full compliance with all regulatory requires utilizing the Owners Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$, 5 0 0 . 0 0
Forty Eight hour Turnaround	\$, 1 5 0 . 0 0

Expeditious Legal Removal and Disposal of Underground tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$, 8 5 0 . 0 0
Underground Tank 1001 to 1500 Gallons Per Each	\$ 1 , 2 0 0 . 0 0
Underground Tank 10,001 and up Gallons Per Each	\$ 2 , 5 0 0 . 0 0
All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per gallon, one to ten gallons, unit cost provided per one gallon)	
Normal Hours	\$, , 3 . 0 0
Premium Time	\$, , 4 . 0 0
All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per ten gallon, eleven to fifty gallons, unit cost provided per ten gallons)	
Normal Hours	\$, , 3 . 0 0
Premium Time	\$, , 4 . 0 0

All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous. (unit cost per fifty gallons, fifty-one to "X" gallons, unit cost provided per fifty gallons)	
Normal Hours	\$, , 3 . 0 0
Premium Time	\$, , 4 . 0 0
All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. (Unit cost per cubic yard, one to ten cubic yards. Unit cost per cubic yard.)	
Normal Hours	\$, , 3 5 0 . 0 0
Premium Time	\$, , 4 5 0 . 0 0

All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. (Unit cost per ten cubic yards, eleven to "X" cubic yards. Unit cost per ten cubic yards.)	
Normal Hours	\$ 3 , 0 0 0 . 0 0
Premium Time	\$ 4 , 0 0 0 . 0 0
All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Normal Hours	\$ 3 , 2 0 0 . 0 0
Premium Time	\$ 3 , 5 0 0 . 0 0
Abatement of Asbestos Plaster debris	
0-20 CY (per cubic yard)	\$ 2 , 5 0 0 . 0 0
Over 20 CY (per cubic yard)	\$ 2 , 5 0 0 . 0 0
Abatement of pipe and duct insulation debris	
0 - 40 CY (per cubic yard)	\$, , 7 5 0 . 0 0
Over 40 CY (per cubic yard)	\$, , 7 5 0 . 0 0
Abatement of asbestos duct insulation	
0 - 5 CY (per cubic yard)	\$, , 7 5 0 . 0 0
Over 5 CY (per cubic yard)	\$, , 7 5 0 . 0 0
Abatement of asbestos pipe insulation	
0 - 5 CY (per cubic yard)	\$, , 7 5 0 . 0 0
Over 5 CY (per cubic yard)	\$, , 7 5 0 . 0 0

Abatement of asbestos floor tiles									
0 - 100 SF (per square foot)	\$,				3	.	2 5
Over 100 SF (per square foot)	\$,				3	.	0 0
Abatement of asbestos door caulking									
0 - 5 doors (per each door)	\$,	1	0	0	.	0	0
Over 5 doors (per each door)	\$,	1	0	0	.	0	0
Abatement of asbestos roof materials									
0 - 500 SF (per square foot)	\$,				4	.	0 0
500 - 1000 SF (per square foot)	\$,				3	.	5 0
Over 1000 SF (per square foot)	\$,				3	.	5 0

Bedrock and Boulder Removal Unit Costs

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost.

Description of Service	Contractors Unit Cost
Boulder Removal	
Excavate, Load and Haul boulders Less than 0.5 CY (<1/2CY) per Cubic Yard	\$, , 2 4 . 0 0
Excavate, Load and Haul Boulders Greater than .5 CY (>1/2CY) and Less than 1 CY per Cubic Yard	\$, , 3 5 . 0 0
Tree Stump Removal	
0-1500 CY per Cubic Yard	\$, , 3 5 . 0 0
1500 CY and Above per Cubic Yard	\$, , 3 5 . 0 0
Dewatering During Removal of Unsuitable materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required.	
2" Pump per Hour 4 hour minimum	\$, , 7 5 . 0 0
3" Pump per Hour 4 hour minimum	\$, , 8 0 . 0 0
4" Pump per Hour 4 hour minimum	\$, , 9 5 . 0 0
6" Pump per Hour 4 hour minimum	\$, , 9 5 . 0 0

BIDDER agrees to be bound by the unit prices provided herein.

6. ACCEPTANCE and AWARD CRITERIA

This offer shall be open to acceptance and is irrevocable for Ninety days (90) from the bid closing date. If this bid is accepted by the Owner within the time period stated above, the Contractor will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid;
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.

Bid Surety shall be forfeited as damages to the Owner by reason of our failure, in addition to any and all legal remedies and rights of the Owner, including but not limited to, recovery of the difference between the Contractor's bid and the next lowest responsible bidder that is accepted by the Owner.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ACCEPTANCE OF BID and AWARD

It is the intent of the Owner to award a Contract as prescribed in the document entitled "Solicitation Information" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available for the construction budget. The Purchasing Agent shall have the right to waive ANY informalities and irregularities in a Bid received and to accept the Bid which, in the Purchasing Agent's judgment, is in the State's best interests and the Owner reserves the right to award the bid based on the costs alone.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

1. The offer is fully responsive to the terms and conditions of the request.
2. The offer is determined to be within a competitive range (not to exceed five percent (5%) higher than the lowest responsive offer) for the product or service; or
3. The firm making the offer has been certified by the State of Rhode Island, Department of Economic Development, to be a small business concern meeting criteria established to be a Minority Business Enterprise.

AWARD

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitute the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request or which otherwise serve its best interest.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

Acceptance or reject of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitation or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in its judgment the best interests of the State will be served by doing so.

- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- j. The impact of discounted payment items shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

The Owner and Design Team will review all submissions. After review, one or more respondents may be invited to answer questions that allow the Owner and Design Team to determine which firm will be awarded the project based on the costs and confirmation that the Scope of Work is clear and that the Bid Costs includes all work. As such, the Bidder shall ensure that all key team members are available during the period of five business days following the Closing Date for scope of review meeting that will assist the Owner and Design team in determining the completeness of proposals. Additionally, the Bidder shall be prepared to provide all required documents (i.e. Bond, Insurance, MBE, and etc.) for prompt execution of the Contract. It is further understood that if such examination and review is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract

7. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table or as applicable while working within the Key Dates and Milestone periods delineated below.

Tentative Start of Demolition Project: April 22, 2013

Date of Building Demolition [Higgins Building (Building #15), Howe Building (Building #22), Greene Building (Building #17), Riverfield Building (Building #19)] Completion: June 29, 2013

Tentative Final Completion (landscaping): September 15, 2013

(Full and beneficial use of site which also allows for public access. At final completion there is no outstanding work remaining)

The Final Completion date for Work shall be within 147 calendar days of Notice to Proceed. A **working** calendar day is any day after and including the Notice to Proceed in which the Contractor and/or the Contractor's subcontractors or associates perform work; **The contractor must perform work on any day in which the remaining work is not restricted by the growing season.** Substantial completion represents the date that the Contractor commences punchlist completion for all work not restricted by the growing season. **The Contractor is responsible, at the Contractor's own expense, for any de-mobilization, mobilization and site protective work required if site restoration completion must occur in the Spring growing season through no fault of the Owner; in that event, no additional general conditions will be paid in the interim.**

8. DRAWING AND CONTRACT EXHIBITS

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents.

9. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial use of the site as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to proceed as delineated in the project schedule and achieve final completion.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve Final Completion of the Work within 147 calendar days of Notice to Proceed, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the aforesaid Date of Final Completion and continuing until the Actual Date of Final Completion.. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work:

The Contractor agrees that per diem liquidated damages (including weekends) are Five Hundred Dollars (\$500.⁰⁰) per day. The maximum liquidated damages payable shall be \$100,000.

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential cost differences due to premiums associated with these costs, not limited to remobilization to complete the work timely as it is related and associated with such delay, or design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. In addition, Actual Damages shall be defined to also include the cost of leasing and renting space for project needs. These damages shall be based on the actual documented costs for those items defined above or other direct costs that the State may be required to pay in order to maintain operations.

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

10. PROJECT LABOR AGREEMENT (NOT USED)

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SECTION 00380

PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

(If none, write "None")

1. Proposed Subcontractor: C.L. Vinagro Corp.
Address: 2208 Plainfield Pike, Johnston, RI 02919
Description of Work: Asbestos Abatement and Hazardous Materials Removal.

2. Proposed Subcontractor: Sitecon Corporation
Address: 1430 Cranston Street, Suite A, Cranston, RI 02920
Description of Work: Cutting and Capping, Hazardous Materials Removal.

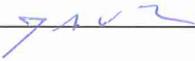
3. Proposed Subcontractor: _____
Address: _____
Description of Work: _____

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: J.R. Vinagro Corporation

BY: , President
(Signature and Title)

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Form with three empty boxes for Social Security No. (SSN)

Employer ID No. (EIN)

Form with two boxes containing '05' and '0496874' for Employer ID No. (EIN)

NAME J.R. Vinagro Corporation

ADDRESS 2208 Plainfield Pike

(REMITTANCE ADDRESS, IF DIFFERENT) Same as above.

CITY, STATE AND ZIP CODE Johnston, RI 02919

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [Signature] TITLE President DATE 4/5/2013 TEL NO. 401-943-7100

BUSINESS DESIGNATION:

Please Check One: Individual [] Medical Services Corporation [] Government/Nonprofit Corporation []
Partnership [] Corporation [X] Trust/Estate [] Legal Services Corporation []

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



STATE OF RHODE ISLAND
CONTRACTORS' REGISTRATION
AND LICENSING BOARD

	REGISTRATION NO.	EXP. DATE
REGISTRANT'S NAME	32217	12/1/14
J.R. YIMAGRO CORPORATION		
AUTHORIZED REPRESENTATIVE		
JOSEPH R YIMAGRO		
DRIVER'S LICENSE #		EXECUTIVE DIRECTOR
RI 9090872		<i>Greg A. Rubin</i>



CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Trustees/Directors of the
J.R. Vinagro Corporation held on January 4, 2013
(Name of Corporation) (Date)

At which all the Trustees/Directors present and waived notice, it was VOTED, that
Joseph R. Vinagro, President of this organization
(Name) (Officer)

Is authorized to execute all bids, bid bond, and contracts in the name and behalf of said organization,
affix its corporate seal thereto; and such execution of any contract or obligation in this organization's
name on its behalf by such President under the seal of the organization shall be valid and
binding (Officer)
upon this organization.

I hereby certify that I am the clerk of the J.R. Vinagro Corporation and that
(Name of Organization)
Joseph R. Vinagro is the duly elected President
(Name) (Officer)

of said organization, and that the above vote has not been amended or rescinded and remains in full
force and effect as of this date.

Corporate Seal Here:


Signature

Dana J. Zewinski
Type Name

Vice President
Title

4/5/13
Date



MEETING MINUTES
JANUARY 4, 2013

Joseph R. Vinagro, sole officer of J.R. Vinagro Corporation, is hereby authorized to execute all bids and contracts on behalf of the corporation.

JRV
Joseph R. Vinagro
President

Subscribed and sworn to before me this date: April 3, 2013

Cheri Riccio #60105
Notary Public
My commission expires: 4-16-14



NON- COLLUSION STATEMENT

The undersigned certifies under 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 paragraph the word "person shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature

Joseph R. Vinagro, President
Printed Name & Title

J.R. Vinagro Corporation
Company

Date



April 4, 2013

RI Department of Administration
Division of Purchases
One Capitol Hill, 2nd Floor
Providence, RI 02908-5855

**Re: RFP 7461286, Ladd Center Phase I -Hazardous Materials Mitigation, Demolition & Site
Restoration of the Higgins Building, Howe Building, Greene Building, and Riverfield Building**

To Whom It May Concern:

In order to better differentiate itself and avoid confusion with myriad other companies, including other hauling companies that include "Patriot" in their names, Patriot Hauling Co., Inc. has formally changed its name and is doing business as J.R. Vinagro Corporation. Please note that nothing material has changed. The officers, bonding capacity, insurance, personnel, etc., all remain the same. Only the name has been changed. Please feel free to contact me with any questions or concerns you may have regarding this matter.

Sincerely,

J.R. VINAGRO CORPORATION

Donna Caisse, Esq.
In-House Counsel

Cc: File



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



Help with this form

J.R. Vinagro Corporation Summary Screen

[Request a Certificate](#)

The exact name of the Domestic Profit Corporation: J.R. Vinagro Corporation

The name was changed from: PATRIOT HAULING CO., INC. on 2/18/2009

The name was changed from: PATRIOT WASTE DISPOSAL CO., INC. on 2/18/1998

The fictitious name of Green Solutions was filed on 1/28/2013 12:21:00 PM

The fictitious name of Patriot Hauling Co., Inc. was filed on 2/18/2009 9:09:00 AM

The fictitious name of LIBERTY DEMOLITION & RECYCLING was filed on 12/28/2007 11:00:00 AM

Entity Type: Domestic Profit Corporation

Identification Number: 000099168

Date of Incorporation in Rhode Island: 02/13/1998

The location of its principal office:

No. and Street: 116 SHUN PIKE

City or Town: JOHNSTON

State: RI

Zip: 02919

Country: USA

The mailing address or specified office:

No. and Street:

City or Town:

State:

Zip:

Country:

Agent Resigned: N

Address Maintained: Y

Name and address of the Registered Agent:

No. and Street: 130 TOWER HILL ROAD

City or Town: NORTH KINGSTOWN

State: RI

Zip: 02852-

Name: FRED J. VOLPE, ESQ.

The officers and all of the directors of the corporation:

Title	Individual Name	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country
PRESIDENT	JOSEPH R VINAGRO	787 SNAKE HILL ROAD

GLOCESTER, RI 02814- USA

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP		\$0.0000	1,000.00	100.00

Purpose

DISPOSAL OF CONSTRUCTION AND RELATED MATERIALS AND PROCESSING

TITLE: 7-1.1-51

Select a type of filing from below to view this business entity filings:

- ALL FILINGS
 - Annual Report
 - Annual Report - Amended
 - Articles of Amendment
 - Articles of Dissolution
 - Articles of Dissolution by Incorporator
- [Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

View Filings

New Search

 **AIA**[®] Document A305[™] – 1986**Contractor's Qualification Statement**

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

SUBMITTED TO: Rhode Island Department of Administration

ADDRESS: One Capitol Hill, Providence, RI 02908

SUBMITTED BY: J.R. Vinagro Corporation

NAME: Joseph R. Vinagro

ADDRESS: 2208 Plainfield Pike, Johnston, RI 02919

PRINCIPAL OFFICE: 2208 Plainfield Pike, Johnston, RI 02919

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT: *(if applicable)* Ladd Center Phase 1 – Hazardous Materials Mitigation, Demolition & Site Restoration – Various Buildings.

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

General Construction

HVAC

Electrical

Plumbing

Other: *(Specify)* Hazardous Materials Mitigation, Demolition & Site Restoration.

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 15

§ 1.2 How many years has your organization been in business under its present business name? 5

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

Patriot Hauling Co., Inc.

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

§ 1.3.1 Date of incorporation: February 13, 1998

§ 1.3.2 State of incorporation: Rhode Island

ADDITIONS AND DELETIONS:

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

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

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

§ 1.3.3 President's name: Joseph R. Vinagro

§ 1.3.4 Vice-president's name(s)

Dana J. Zewinski

§ 1.3.5 Secretary's name: Joseph R. Vinagro

§ 1.3.6 Treasurer's name: Joseph R. Vinagro

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: N/A

§ 1.4.2 Type of partnership (if applicable): N/A

§ 1.4.3 Name(s) of general partner(s)

N/A

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: N/A

§ 1.5.2 Name of owner:

N/A

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

N/A

§ 2 LICENSING

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

RI Contractor's License No. 32217, MA Construction Supervisor's License No. CS-089723, CT Demolition Class A License No. 1716.

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

RI, MA, CT, NH, VT

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Demolition, Recycling, Portable Crushing, Heavy Hauling, and Excavation.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No.

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

Case #2012-2141 – Clean Harbor vs. J.R. Vinagro Corporation. Case listed below (#PM2012-1719) led to dispute over non-payment of invoicing from Clean Harbors.

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

Yes, please see below.

Case #PM2012-1719 – J.R. Vinagro Corporation vs. 96-109 Pine Street, LLC (Owner). J.R. Vinagro Corporation has brought suit against the Owner; dispute over lack of payment from Owner for work performed.

Case #00359-D; #NOCV2012-003 Norfolk County – J.R. Vinagro Corporation has brought suit against Agostini Construction Co., Inc. for nonpayment of services provided.

There several tort and small claims cases concerning outstanding balances due on overdue accounts.

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

No.

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

Please see attached.

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

\$3,187,407.27

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

Please see attached.

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

\$6,075,011.32

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

Please see resumes attached.

§ 4 REFERENCES

§ 4.1 Trade References:

North Atlantic Machinery, 11 Gorham Industrial Parkway, Gorham, ME 04038, (401)692-0917
Dennis K. Burke, 284 Eastern Ave. Chelsea, MA 02150, (617)884-7800
Shell Source / Motiva, 520 Allens Ave., Providence, RI 02903, (508)733-1055

§ 4.2 Bank References:

Bank of America, Paul Bogoshian, 100 Westminster Street, Providence, RI 02903

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Westchester Fire Insurance Company

§ 4.3.2 Name and address of agent:

Skillings Shaw and Associates, 485 Main Street, Lewistin, ME 04243

3.4 – CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
Bridge Demolition Associated With Twelve Bridges on I-290	Demolition	9/24/12- 12/28/13	Yes	\$346,601.94	96%	\$334,405.50	1	\$334,405.50
726 Blue Hill Road, Dorchester, MA	Demolition	9/19/2012	Yes	\$474,000.00	61%	\$288,845.00	1	\$288,845.00
I-295 Safety & Bridge C-3B, Bridge 750	Demolition	5/1/12- 4/29/2013	Yes	\$583,335.00	43%	\$251,476.25	1	\$251,476.25
Demolition of Barn, Middlesex House of Corrections, Billerica, MA	Demolition	4/15/2013- 7/9/2013	Yes	\$184,953.89	98%	\$180,450.00	1	\$180,450.00
MassDOT Contract 71104, Demolition of	Demolition	12/1/2013- 6/1/2013	Yes	\$127,319.50	8%	\$9,617.25	1	\$9,617.25

Over I-91													
Demolition of 872 Morton Street, Mattapan, MA	Demolition	TBD	Yes	\$164,630.00	100%	\$164,630.00	1	\$164,630.00					

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ 3,187,407.27

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Bridge Demolition Associated With 12 Bridges on I-290	OWNER: MassDOT DESIGNER: GC: Cardi Corporation	 Chris Piehl	 401-641-8543
Demolition of 726 Blue Hill Ave., Dorchester, MA	OWNER: City of Boston DESIGNER: BSC Group, Inc. GC:	Brain Melia David Biancavilla, PE	617-635-0542 617-896-4300
I-295 Safety & Bridge C- 3B, Bridge 750	OWNER: Rhode Island Department of Transportation DESIGNER: GC: Cardi Corporation	 Greg Maurer	 401-739-8300
Demolition of Barr, Middlesex House of Corrections, BillERICA, MA	OWNER: DCAM DESIGNER: Pare Corporation GC:	Orville Henry Cari Orsi	617-727-4003 508-543-1755

<p>MassDOT Contract 71104 Demolition of 10 Houses, Lincoln/Concord, MA</p>	<p>OWNER: MassDOT – Highways DESIGNER: Louis Berger Group, Inc. GC: D.W. White Construction, Inc. James Hebert 508-763-8868</p>
<p>Washington Pedestrian Bridge #200, Warren Ave. Bridge #464</p>	<p>OWNER: Rhode Island Department of Transportation DESIGNER: Vanesse Hangen Brustlin, Inc. GC: Cardi Corporation Sean Corrigan 401-739-8300</p>
<p>Randall Street Bridge Demolition Project</p>	<p>OWNER: Rhode Island Department of Transportation DESIGNER: Prime Engineering, Inc. GC: Cardi Corporation Rick Macksoud 401-739-8300</p>
<p>GE Facility Site Work Atwells & Harris Streets Providence, RI</p>	<p>OWNER: General Electric Company DESIGNER: GC: Royal Environmental, Inc. Peter Breen 585-254-1840</p>

<p>Fields Point WWTF Land Acquisition Site Demolition, 140 Terminal Road, Providence, RI</p>	<p>OWNER: The Narragansett Bay Commission Tony Dalmazzi 401-461-8848, ext. 315</p> <p>DESIGNER:</p> <p>GC:</p>
<p>Demolition of the Lexington Street Parking Garage, Framingham, MA</p>	<p>OWNER: Town of Framingham David R. Williams 508-532-5404</p> <p>DESIGNER:</p> <p>GC:</p>
<p>Deerfield Bridge Replacements Over I-91</p>	<p>OWNER: MassDOT</p> <p>DESIGNER:</p> <p>GC: J.F. White Contracting Company Robert Murphy 413-562-0569</p>
<p>Demolition of 872 Morton Street, Mattapan, MA</p>	<p>OWNER: City of Boston Robert Melvin 617-635-4848</p> <p>DESIGNER: CDRMaguire, Inc. Anthony DiLuizio 617-778-1440</p> <p>GC:</p>

3.5 EXPERIENCE REFERENCES

Contract Amount	% of Contract completed by your firm	Project Title and Location	Owner/Contact Name/Phone Number	Completion Date	Class of Work	Dollar Amount of each Class of Work 8=Demolition, 11=Asbestos Abatement	% of each Class of Work performed by your firm	Detailed Description of Work
\$211,650.00	100%	Demolition of Weymouth Hanger #1, North and South Lean To's	RM Technologies, Rafael Guzman, 978-794-0006	9/29/2012	8	\$211,650.00	(8) 100%	Hanger demolition and asbestos bulk loading.
\$268,000.00	85%	Demolition of 357 and 367-385 Main Street, Webster, MA	Town of Webster, John McAuliffe, 508-949-3800	9/28/2012	8, 11	(8) \$228,000.00 (11) \$40,000.00	(8) 100% (11) 0%	Asbestos abatement, total building takedown and UST removal.
\$129,650.00	66%	Demolition of 27 Revere Road, Quincy, MA	City of Quincy, Fran Sandonato, 617-376-1902	10/13/2012	8, 11	(8) \$86,000.00 (11) \$43,000.00	(8) 100% (11) 0%	Asbestos Abatement and total take-down of former Legion Hall and cut and capping of utilities.
\$2,446,023.79	55%	Abatement and Demolition of Worcester North High School	City of Worcester, Paul Moosey 508-799-1210	8/10/2012	8, 11	(8) \$1,346,023.79 (11) \$1,100,000.00	(8) 100% (11) 0%	Total take-down of former High School, Asbestos and PCB bulk product abatement, cutting and capping of utilities.
\$3,334,727.12	64%	Demolition of the Former Mastex Industries Facility, Holyoke, MA	Holyoke Gas & Electric Department, Timothy Shannon, 413-536-9346	10/7/2011	8, 11	(8) \$2,137,727.12 (11) \$1,197,000.00	(8) 100% (11) 0%	Asbestos Abatement and Demolition of Two Buildings located at the Former Mastex Industries Facility.
\$171,077.00	80%	Abatement and Demolition of South Bent Mill Complex - Phase III	City of Gardner, Jennifer Dymek 978-632-3800, Ext.1	7/24/2012	8, 11	(8) \$136,077.00 (11) \$35,000.00	(8) 100% (11) 0%	Asbestos Abatement and total take-down of Mill Building and site improvements.
\$110,872.00	73%	Demolition of 123 Newton Street, Holyoke, MA	City of Holyoke, David Martins 413-322-5650	6/28/2012	8, 11	(8) \$80,872.00 (11) \$30,000.00	(8) 100% (11) 0%	Total take-down of 3 story apartment building and Site improvements.
\$398,046.00	100%	Demolition of 4-6 Newbury Street, Boston, MA	Suffolk Construction James McCoy 617-445-3500	4/23/2012	8	\$398,046.00	(8) 100%	Total take-down of 6 level parking garage.
\$500,129.25	78%	Demolition of the Former Market Square Building, Chicopee, MA	City of Chicopee Carl Dietz 413-594-1490	5/7/2012	8, 11	(8) \$390,129.00 (11) \$110,000.00	(8) 100% (11) 0%	Party wall stabilization, asbestos abatement and total building demolition.

EXPERIENCE REFERENCES

\$119,582.00	65%	Demolition of 301 Northern Ave., East Boston, MA	Massachusetts Port Authority David Doane 617-568-5973	6/27/2012	8, 11	(8) \$77,582.00 (11) \$42,000.00	(8) 100% (11) 0%	Total take-down and site improvements.
\$103,890.00	100%	Demolition of 10 Buildings on Navy Drive, North Kingstown, RI	Coventry Building Wrecking, Co. Jacqueline Baccaire 401-828-6221	5/29/2012	8	\$103,890.00	(8) 100%	Demolition and disposal of 10 Buildings located on Navy Drive in North Kingstown, RI.
\$310,862.00	100%	Demolition of 55 Boylston Street, Chestnut Hill, MA	The Torrey Company, Inc. Mark Trettle 508-695-6005	5/14/2012	8	\$ 310,862.00	(8) 100%	Demolition of a two story former Macy's Building. Demolition of brick veneer and interior demolition completed in Phase I. Demolition of remaining building. completed in Phase II.
\$665,609.82	100%	Demolition of Multiple Buildings, CSX Intermodal Facility Expansion Project	Ragnar-Benson Construction Randy Perdue 547-698-4900	3/15/2012	8	\$665,609.82	(8) 100%	Demolition of 7 Buildings, removal of high mast light poles, crushing of concrete and retaining wall removal and disposal.
\$1,923,552.70	87%	Demolition of Multiple Buildings on Peddocks Island	Consigli Construction Co., Inc. Marco Bader 458-0443	7/1/2011	8,11	(8) \$1,666,446.40 (11) \$265,856.30	(8) 87% (11) 13%	Asbestos Abatement of 14 Buildings and Demolition of 12 Buildings located on Peddocks Island in Hull, MA. All equipment and manpower had to be transported via barges to the island. All debris loaded off site. Additional site work and grading was also completed under this contract.
\$101,133.00	100%	Demolition & Site Clean Up of 25 India Street, Providence, RI	Department of Transportation Daniel Clarke 401-734-4814	11/8/2011	8	\$101,133.00	(8) 100%	Demolition of building leaving only the 9435 sq. ft. foundation and first floor concrete slab in place. Removed all remaining portions of the 1600 lf. Of concrete floating docks leaving the existing pilings in place.

EXPERIENCE REFERENCES

\$518,463.20	54%	Demolition of Building 18, 257 Marginal Street, East Boston, MA	Massachusetts Port Authority Kaevin McWeeney 617- 568-5952	5/9/2011	8, 11	(8) \$278,000.00 (11) \$240,463.20	(8) 54% (11) 46%	Total demolition of two level cast-in-place reinforced concrete and masonry building. Disconnection and cut and cap of utilities, removal of water in the basement and remediation of all hazardous materials. Excavate and refill crawl space and basement cavities with suitable building material crushed and recycled on site.
\$1,570,052.01	40%	Quincy Center Concourse Improvements, Phase II	MassDOT James O'Leary 617-561-6155	12/24/2011	8, 11	(8) \$635,177.21 (11) \$934,076.02	(8) 40% (11) 50%	Complete demolition of Former Mall Building located at 1565-1597 Hancock Street and Selective Demolition and Reconstruction of Building located at 1570 Hancock Street, Quincy, MA. Project included asbestos abatement, demolition of pedestrian bridge, bulk loading of 5,000 tons of contaminated material and construction of truck and equipment decon station. Project included temporary and permanent foundation shoring installation and importing and placement of 15,000 cubic yards of backfill.
\$104,041.00	93%	City of Nashua - Demolition of 40, 43 and 47 Pine Street	City of Nashua Michael Findley 589-3084	12/17/2010	8,11	(8) \$96,671.00 (11) \$7,370.00	(8) 93% (11) 7%	Demolition of three residential houses for the City of Nashua. Included asbestos abatement of one building and the removal/salvage of granite wall pieces to be reused by the City.

EXPERIENCE REFERENCES

\$90,640.75	92%	Former Rev-Lyn Building Demolition & Site Restoration, 1265 Saratoga Street, East Boston, MA	Massachusetts Port Authority	5/7/2010	8, 11	(8) \$83,240.75 (11) \$7,500.00	(8) 92% (11) 8%	Work included installation of erosion controls, compliance with Boston Conservation Commission, Utility Cutting and Capping, Asbestos Abatement and Hazardous Materials Removal, Demolition of three structures, site restoration and grading, and installation of new fencing.
\$449,205.00	87%	Quonset Development Corporation - Demolition of Buildings 404 & 111	Quonset Development Corporation Brian Reynolds 401-295-0044, ext. 246	9/28/2010	8, 11	(8) \$390,464.00 (11) \$58,741.00	(8) 87% (11) 13%	Demolition and removal of two (2) former US Navy Buildings and associated foundations. Concrete and Asphalt were crushed onsite and moved to designated stockpile area. Work included the removal and disposal of 120 feet of transite pipe, demolition of the Waste Water Treatment Plant, Above Ground and Underground Storage Tank Decon and removal.
\$613,433.00	69%	Demolition of Buildings at Quonset ANG Base	Maron Construction Co., David 401-272-4930	11/12/2010	8, 11	(8) \$421,925.00 (11) \$191,508.00	(8) 69% (11) 31%	Demolition of Buildings 6, 9, 10, 13, 25, and 54 and Asbestos Abatement of Hangar 13 and Building No. 9. Work included the removal and disposal of a 40,000 gallon UST.
\$100,000.00	100%	Demolition of the Sacred Heart Church Convent	Arch Diocese of Boston Father John O'Brien 617-328-8666	1/7/2011	8	\$100,000.00	(8) 100%	Demolition and debris removal of a 5,000 sq. ft. church convent constructed of brick.

EXPERIENCE REFERENCES

\$535,889.67	18%	Demolition of 6 Tide Street	Economic Development and Industrial Corporation Gorham 918-6252	Nat 617-617-617	3/19/2011	8, 11	(8) \$95,013.03 (11) \$440,876.64	(8) 18% (11) 82%	Demolition of a 240 ft. wide, 54 ft. high brick and steel warehouse building. Work included the abatement of asbestos contaminated materials including Galbestos roof panels and pipe insulation, utility terminations, demolition and disposal of internal building structures, removal and disposal of all associated debris.
\$623,256.75	43%	Demolition of 130 Shennecossett Road, Groton, CT (Marine Science Magnet School)	O & G Industries Mark Allen 860-489-9261		4/28/2010	8, 11	(8) \$255,285.41 (11) \$345,256.75	(8) 43% (11) 57%	Complete abatement and demolition of a 30 ft. High concrete, brick and steel school building with attached 2,000 sq.ft. wood frame addition. Concrete slab was found to be asbestos contaminated and needed to be removed as such. Performed removal of underground Storage Tank and Soil Remediation.
\$12,880.00	100%	Demolition of Madaket Tower	Town of Nantucket Diane O'Neil 228-7256	508-603-603	5/27/2010	8	\$12,880.00	(8) 100%	Demolition and removal of a 465 ft. steel radio tower and associated guying and hardware.
\$150,000.00	100%	Demolition of 99 Bow Street, Portsmouth, NH	Ricci Construction Co., John Ricci 603-436-3112		3/12/2010	8	\$150,000.00	(8) 100%	Demolition of six (6) story brick and stone structure.
\$132,184.90	100%	Demolition of 118 Newton Street	City of Holyoke, David Martins 413-322-5650		3/26/2010	8	\$132,184.90	(8) 100%	

EXPERIENCE REFERENCES

\$93,500.00	100%	Louitt Laundry Demolition - 93 Cranston Street	Triumvirate Environmental Jason Atwood 617-463-5414	1/5/2009	8	\$93,500.00	(8) 100%	Complete demolition of a 3-story brick and steel commercial building. Foundation crushed on site and utilized as backfill.
\$42,500.00	100%	Demolition of 1024 Stafford Road, Fall River, MA	City of Fall River Joseph Biszko 508- 324-2500	9/29/2008	8	\$42,500.00	(8) 100%	Demolition and disposal of residential structure including termination of all existing utilities, demolition of foundation and backfill.

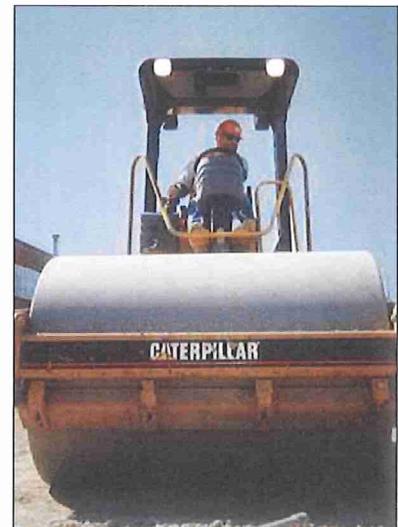
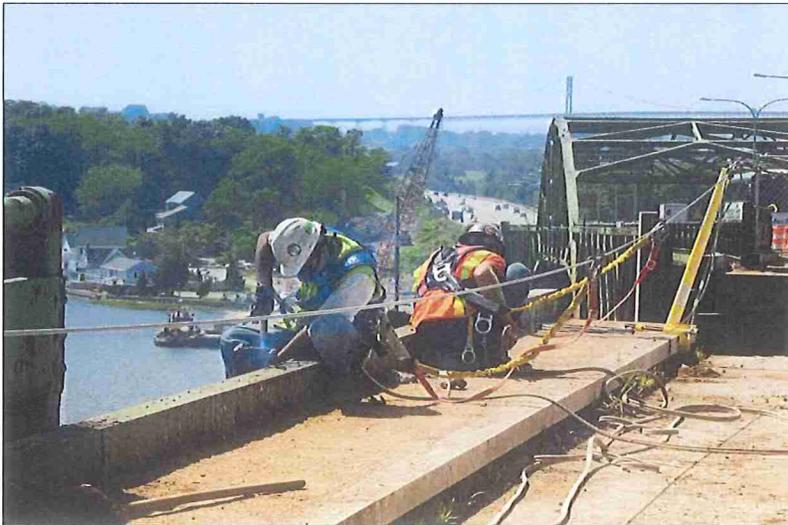
3.6 PERSONNEL

Experienced professionals providing the highest quality products and service in the industry are the key to our past and future success.

J.R. Vinagro Corporation and its affiliate (Patriot Disposal) currently employ over 140 very experienced:

- Demolition Project Managers and Supervisors,
- Recycling Facility Managers and Supervisors,
- T&D Coordinators,
- Environmental Engineers and Regulatory Compliance Specialists,
- Certified Asbestos Abatement Supervisors and Field Crews,
- Certified HAZWOPER Supervisors and Field Crews,
- OSHA-Certified Field Personnel,
- MSHA-Certified Crushing Crews,
- Licensed Truck Drivers,
- Licensed Equipment Operators,
- Safety Professionals,
- Quality Control Technicians,
- Sales/Account Representatives,
- Project Estimators, and
- Office Support Personnel.

Resumes for key staff members follow.



CORPORATE RESUME

Joseph Raymond Vinagro, Owner/President

Mr. Vinagro has over 24 years of experience in the demolition, waste hauling, disposal, and recycling industry. He is a skilled administrator experienced in every aspect of this business. Mr. Vinagro began his career in 1986 as a laborer in a reclamation plant. Within 10 years he worked his way up to facility operations manager. In 1998, he founded J.R. Vinagro Corporation and has overseen its growth into one of the largest, independently owned and operated demolition, waste hauling, and recycling companies in New England.

Professional Experience:

Owner/President; J.R. Vinagro Corporation & Patriot Disposal Co., Inc.; Johnston, RI; 1998 – Present.

- Oversee all aspects of a multifaceted disposal, recycling, demolition and hauling company.
- Manage key employees within the operation.
- Supervise the Company's permanent and temporary container sales and services division.
- Specialize in the Company's aggregate sales, demolition, trucking services, and crushing operations.
- Manage the Company's Construction Demolition Separation Facility and Material Recovery Facility.
- Created and administer a recycling business model that produces marketable material for resale and significantly decreases the amount of C&D debris sent to landfills.

Manager; American Disposal, Inc.; Johnston, RI; 1997 – 1998.

- Oversaw operations of recycling facility that acquired Liberty Disposal in 1997.

Certified Heavy Equipment Operator and Licensed CDL Driver; Liberty Disposal, Inc. (Family-Owned and Operated Solid Waste Processing Facility); Johnston, RI; 1987 – 1997.

- Assisted in daily management and operations of a solid waste facility.
- Operated heavy equipment and trucks that handled solid waste transportation.

Laborer; American Reclamation; Johnston, RI; 1986 – 1987.

- Gained experience and working knowledge of C&D and solid waste separation, processing, and disposal.

Certifications:

- Certified Operator:
Hitachi/Linkbelt/Caterpillar Excavators, Loaders and Dozers (All Sizes)
Linkbelt Hydraulic Crane,
Lippman Jaw Plants with Control Tower/Cone and Conveyor
TurboCheiftan Screener with Conveyor
- Experienced Operator:
Peterbilt/Mack/International/Kenworth Roll-Off Trucks
Caterpillar Rear and Front End Loaders and Rock Trucks
Euclid

Licenses/Permits:

- Rhode Island Contractors License
- Payloader/Backhoe

Professional Memberships:

- Rhode Island Builders Association
- U.S. Green Building Council LEED Member
- Motor Transport Association of Connecticut



CORPORATE RESUME

Dana J. Zewinski, Manager of Operations and Environmental Compliance

Mr. Zewinski is a hands-on, highly experienced environmental engineer and project manager with an extensive background in the construction, solid waste, wastewater treatment, and hazardous material remediation industries. He is skilled in environmental health and safety management, environmental permitting and compliance, and staff and budget management. Mr. Zewinski has demonstrated success in integrating administrative and operational components to provide an effective interface between technical, finance, management, and the labor force.

Professional Experience:

Environmental Engineer, Manager of Operations and Environmental Compliance; J.R. Vinagro Corporation & The Patriot Companies; Johnston, RI; 2007 – Present.

- Manage daily operations and maintain environmental compliance for all facility locations in RI and CT.
- Coordinate and manage a staff of six project managers and 135+ field/home office support personnel.
- Coordinate permitting for demolition projects ranging in size from \$10K to \$3.5M.
- Provide clients with LEED tracking process.
- Monitor all fill materials (recycled and natural, raw and processed, inbound and outbound) to maintain compliance with direct exposure criteria for residential and commercial use.
- Established and administer marketing procedures for sales team and project managers.
- Evaluate and oversee use of project tracking software.
- Establish company policies and update/maintain the company's business plan.
- Prepare responsive proposal packages and bid documents for projects in the northeast.
- Negotiate regulatory requirements for cost-effective solutions to remediation and construction projects performed by the Company and its affiliates.

Environmental Engineer; Rhode Island Resource Recovery Corporation; Johnston, RI; 1993 – 2007.

- Provided lead role for all on-site emergency responses.
- Developed, maintained, and enforced environmental, health and safety plan compliance.
- Conducted on-site tours with regulators.
- Developed and managed operating budgets for yearly environmental program funding. Budgets associated with these environmental programs ranged from \$5M to \$10M per year, depending on scheduling and permitting requirements for a given fiscal period.
- Developed cost benefit analyses for equipment and services and presented results to the Corporation's Finance Subcommittee and Board of Directors.
- Prepared bid documents for the procurement of goods and services ranging in value from \$20K to \$6M.
- Provided project management for various construction projects, which included leachate pretreatment facility (\$3.2M); pump stations (\$590K to \$2.1M); leachate conveyance systems (\$1.56M); landfill baseliner construction (\$4M to \$6M); and landfill RCRA C capping projects (\$35M over a five construction season period).
- Managed environmental consultant teams consisting of outside engineering and environmental consulting firms to implement and schedule activities associated with the facility's Environmental Monitoring Plan (EMP).
- Prepared various compliance reports (air, soil, surface water, and groundwater compliance analyses) required by local, State and Federal regulatory agencies; documentation for emergency response actions; and feasibility studies for expansion projects.
- Negotiated requirements of the EMP with State and Federal regulators and assisted with identifying analytical parameters for air and groundwater testing.
- Developed and published the Corporation's Alternative Cover Policy. Also reviewed requests to approve or disapprove the delivery of alternative cover material to the landfill.
- Prepared compliance reports and permitting documents for City, State, and Federal regulators.
- Managed operation of the Corporation's leachate pre-treatment facility.



CORPORATE RESUME

Dana J. Zewinski, Manager of Operations and Environmental Compliance

Professional Experience (Continued):

Senior Environmental Scientist; Keys Engineering; Lincoln/Providence, RI; 1990 – 1993.

- Performed wetland identification and delineation based on vegetation and soils, using both State and Federal delineation criteria; aerial photo delineation and interpretation; and WET, Golet, and Ammann wetland evaluation procedures.
- Prepared wildlife habitat assessments, performed impact studies and developed mitigation plans for large projects.
- Provided wetland replication design and construction supervision.
- Prepared groundwater quality assessments.
- Prepared hazardous waste remediation plans for clients, negotiated remediation activities with regulators, and oversaw remedial construction.
- Produced hazardous waste remediation plans and provided oversight of remedial actions to clients including the U.S. Coast Guard, U.S. Navy, General Dynamics, and the RIEDC.
- Prepared hazardous material compliance plans for privately owned and government facilities.
- Performed underground storage tank (UST) permitting for existing use, replacement, and new installation.
- Provided frequent and extensive client representation at public hearings and throughout the permitting process.

Environmental Scientist; Associated Environmental Scientists, Inc.; West Springfield, MA; 1988 – 1990.

- Conducted extensive wetland identification and delineations based on vegetation and soils, using both State and Federal delineation criteria.
- Researched and developed wetland evaluations, wildlife assessments, and impact studies.
- Produced wetland replication design, compensatory storage calculations, and erosion control plans.
- Provided construction supervision to site contractors to ensure regulatory compliance for the project proponent and technical and logistical support to the labor force.
- Performed environmental site assessments in accordance with Massachusetts State regulations (Chapter 21E).
- Performed groundwater and surface water quality assessments. These assessments were provided to clients for both pre-project baseline data and to determine if a hazardous material release occurred on or near a subject site. Determined if remedial action was necessary.
- Produced hazardous waste remediation plans and provided oversight of remedial actions for clients.
- Drafted hazardous materials compliance plans for clients such as Pioneer Valley Transit Authority, Berkshire Transportation, and Peoples Bank.
- Generated documentation for UST permitting.
- Provided comprehensive client representation at public hearings and throughout the permitting process.

Education/Training:

- B.S., Biology (Minor in Business), Springfield College, Springfield, MA.
- HAZWOPER Training (40 Hour OSHA Training, Confined Space Entry, Emergency Response), Contest Educational Center, East Longmeadow, MA.
- University of New Hampshire, Durham, NH, School of Soil Science.
- University of Massachusetts, Amherst, MA, School of Engineering.

Licenses/Certifications:

- Accredited Professional in Construction and Demolition Debris Recycling, WasteCap Wisconsin Certification.
- RI & MA Asbestos Supervisors License



CORPORATE RESUME

Dana J. Zewinski, Manager of Operations and Environmental Compliance

Licenses/Certifications (Continued):

- MA Contractors License
- Red Cross First Aid & Heart Saver



CORPORATE RESUME

David C. DiMaio, Controller

Mr. DiMaio is a seasoned financial professional with proven expertise in financial management, business valuations, cost analysis, and cost reduction to maximize productivity and profits, auditing, and internal controls. His strengths include policy and procedure development, system reviews, training, and strategic financial planning.

Professional Experience:

Controller; J.R. Vinagro Corporation & The Patriot Companies; Johnston; RI, 2000 – Present.

- Serve as public representative to the firm, maintaining day-to-day client relationships.
- Instituted and maintain proper internal controls to safeguard company assets.
- Administer defined contribution and profit sharing plans.
- Analyze past and present financial statements and estimate future revenues and expenditures to prepare budgets.
- Arranged long-term financing for purchase of capitol assets accompanied with a line of credit.
- Analyze accounting records to determine financial resources to implement programs and submit recommendations for budget allocation,
- Supervise preparation of payroll and filing of all federal, state, and local tax reports.
- Hire, provide orientation, educate, evaluate, and terminate personnel.
- Install and administer all inter-office computer and software systems.
- Install computer accounting systems and resolve systems problems for various company issues.
- Develop internal controls for computer accounting systems.
- Maintain adequate sources for current borrowing and lending institutions.
- Develop and maintain management action plans for short and long term accounting programs in specific areas such as budgeting, profit analysis, and accounting systems reporting and internal auditing.
- Manage and complete all aspects of labor agreements and reporting procedures.

Chief Financial Officer; Automated Medical Systems, Inc.; 1997 – 2000.

- Established Finance Department and developed policies and procedures for a multi-specialty medical billing operation that served hundreds of physicians.
- Responsible for managing daily financial activities and supervision of accounting staff.
- Involved in strategic planning process of new ventures and all company services.
- Interacted with CEO and senior management on financial issues and special projects.
- Prepared financial statements with supporting documentation depicting the relative impact of proposed changes on earnings through narratives, charts, and graphs indicating trends on sales revenues and cash profits.
- Established and managed complete budgeting process for the company and its subsidiaries (\$10M).
- Negotiated management contracts for doctors and established all fiscal policies for all departments.
- Established a corporate rating system for Senior Management of the company and its subsidiaries.

Senior Accountant and Supervisor of Computer Operations; Sinel, Wilfand & Vinci CPAs; 1989 – 1997.

- Planned, assigned, performed and completed field work for audit, review, and compilation engagements.
- Customized audit programs, management letters, financial statements, and corporate tax returns.
- Demonstrated excellent interpersonal communication skills while interacting with clients.
- Installed/administered all computer software systems (including accounting) and resolved client systems issues.
- Managed a staff of 10 accountants.
- Served as audit team supervisor. Reviewed working papers. Prepared financial statements and tax returns for manufacturing, service, and retail organizations.

Staff Accountant; Louis M. Finkle CPA, Inc.; 1987 – 1988.

- Prepared compilation/review level financial statements including analysis/reconciliation of journals and ledgers.
- Researched tax questions, offered tax planning, and studied tax laws for potential tax savings for firm clients.
- Processed automated payroll and filed quarterly tax reports.
- Developed custom finance and budget spreadsheet programs for firm clients.



CORPORATE RESUME

David C. DiMaio, Controller

Education:

- Associate Degree, Business Finance; Roger Williams College, Bristol, RI; 1987.
- B.S., Accounting; Roger Williams College, Bristol, RI; 1987.

Training/Certifications:

- First Aid, American Red Cross.
- 10-hour Occupational Safety and Health Training Course in Construction Safety & Health.

Computer Skills:

- Microsoft Office
- One Write Plus
- Turbo Tax
- Pro-FA Tax Software
- MA Contract Documents
- Desert Micro Route Manager
- JWS Scale Software



CORPORATE RESUME

Matthew H Leonard, Safety Director

Mr. Leonard is a highly seasoned safety professional with over 19 years experience in environmental health and safety. He has extensive knowledge in public safety compliance issues, regulatory compliance, and workplace safety. Areas of experience and specialization of this expert include OSHA compliance, EPA compliance, FMCSA regulations, development of workplace safety plans and programs, worker's compensation cost reduction, and employee training programs. As an OSHA authorized trainer for OSHA outreach course in construction, he conducts training classes for employees on various topics related to construction safety.

Professional Experience:

Safety Director; J.R. Vinagro Corporation & The Patriot Companies; 2012 – Present.

- Created and maintained a Safety-Culture with a priority placed on workers and public safety by everyone in every group at every level within J. R. Vinagro.
- Oversee safety operations for all company divisions (crushing, recycling, disposal, hauling, and demolition).
- Develop and Implement all Safety Policies, Procedures, Plans and Guidelines.

Independent Safety Consultant 2006 – 2012

- Partnered with insurance companies to provide a wide array of safety related services to their customers.
- Created and implemented site specific safety plan that exceeds OSHA, EPA, FMCSA and local government safety requirements.

Business Assessment Engineer, Safety & Security: Iron Mountain Inc: 1993 – 2006

- Evaluated and trained employees on the safety and security programs at more than 350 locations throughout the United States, Canada, Mexico and South America.
- Responsibilities include supervision of safety personnel, OSHA training, Behavioral Based Safety Training, compliance to corporate safety policy, set up of regional safety audit protocols, review of site-specific safety programs, and management of safety consultants. Also, perform industrial hygiene site surveys and develop corrective measures,
- Responsible for the health and safety of subcontractors on all construction projects.
- Audited security measures at facilities that met Department of Defense level 4 security standards.

Education:

- Safety and Occupation Health Applied Sciences – **Keene State College**
- Business Administration -**University of Rhode Island**
- Associate of Applied Science , Fire Science - **Community College of Rhode Island**
- Associate of Science, General Business - **Community College of Rhode Island**

Training/Certifications:

- OSHA Authorize Trainer for Construction - **OSHA Training Institute Education Center**
- OSHA 40 Hour Hazwoper – **eTraining, Inc**
- OSHA 30 hour Construction Safety & Health – **Keene State College**
- Emergency Medical Technician - **Community College of Rhode Island**
- OSHA 510-Occupational Safety & Health Standards Construction - **OSHA Training Institute Education Center**
- OSHA 7845 Recordkeeping Rule - **OSHA Training Institute Education Center**
- OSHA 3010 Excavation, Trenching and Soil mechanics - **OSHA Training Institute Education Center**
- Forklift Train-the-Trainer – **Beacon Mutual Insurance Company**
- Principles of Project Management - **Versatile Project Management Company**
- Microsoft Project – **Versatile Project Management Company**
- Professional Development/Continuing Education – **The Professional Development Group**
- Member of National Demolition Association
- Member of Safer Rhode Island
- Member of National Fire Protection Association (NFPA)
- Member of Commercial Vehicle Safety Alliance
- Member of American Society of Trainers and Developers.
- Member Town of North Kingstown Audit Committee
- Executive Board Member of Operation Clean Government
- Past member of Northeast Disaster Recovery Information X-change.

CORPORATE RESUME

Donna L. Caisse, In-House Counsel

Education/Training:

- 2005 Graduate, Roger Williams University Ralph R. Papitto School of Law
Papitto Scholar (Full Merit-Based Scholarship)
Judicial Clerkship, RI Supreme Court, Justice McKenna-Goldberg, Fall 2004
- MBA; Providence College; Providence, RI; 1992.
GPA 3.58/4.0
- B.S., Medical Technology; University of Massachusetts, Dartmouth; 1983.
Dean's List: GPA 3.3/4.0

Professional Experience:

In-House Counsel; J.R. Vinagro Corporation & The Patriot Companies; 2006 – Present.

- Oversee collections claims.
- Provide legal research and advice on environmental concerns.
- Provide general legal advice/services as needed.

Attorney; Law Office of Attorney J. William Harsch; 2004 – 2006.

- Started as law clerk and offered “of counsel” position upon graduation.
- Researched legal problems for both private clients and the Town of Jamestown.
- Drafted internal memorandums as well as briefs which were submitted to DEM, SHAB, Zoning Boards of Review, RI Superior Court, and RI Supreme Court,

Tax Assessor’s Office; Warren Town Hall; 2003.

- Updated chain of title on tax records.
- Researched problem accounts to determine whether transferor had right to transfer property.

Medical Technologist; St. Anne’s Hospital; 1989 – 2002.

- Coordinated blood use with physicians when difficulties in availability were encountered.
- Interviewed and counseled potential blood donors. Provided education for other services.
- Trained new employees and students.

Loan Servicing Supervisor; First Federal Savings Bank of America; 1987 – 1989.

- Started as tax escrow clerk, with several promotions ending in loan servicing supervisor.
- Supervised tax escrow and insurance escrow personnel.
- Oversaw adjustable rate mortgages and payment of taxes from tax escrow accounts.
- Recognized problem tax accounts and initiated solutions.

Medical Technologist; Roger Williams General Hospital, Chemistry Laboratory; 1984 – 1987.

- Processed and analyzed specimens. Entered and reported results. Maintained and repaired analyzers.

Licenses:

- Licensed to Practice Law in Massachusetts, Rhode Island, and Connecticut.

Professional Memberships:

- Phi Alpha Delta Law Fraternity – Vice Justice RWUSL Chapter 2003-2004, Alumni Member
- American Bar Association



CORPORATE RESUME

Donna L. Caisse, In-House Counsel

- Rhode Island Bar Association



CORPORATE RESUME

Timothy O'Donoghue, Crushing Manager

Mr. O'Donoghue is an experienced manager with proven ability to manage key account relationships and large-scale projects. He has over 23 years of experience in the demolition, construction, and crushing industries. His skills include managing projects from cradle to grave, justifying new product requirements, developing sales forecasts, and product pricing.

Professional Experience:

Demolition Manager; J.R. Vinagro Corporation & The Patriot Companies; 2003 – Present.

- Involved in all aspects of screening, crushing, and demolition.
- Meet with potential customers and provide consultation regarding planned residential and commercial projects.
- Interview and retain appropriate subcontractors (as necessary) for projects.
- Ensure compliance with all applicable local, state, and federal regulations.
- Determine sales forecasts and justify inventory needs.

Heavy Equipment Sales Representative; Powerscreen of Connecticut; Enfield, CT; 1996 – 2003.

- Launched new product (Pegson track crushers). Sold the first two in the northeast to J.R. Vinagro and the Patriot Companies when the product was first introduced to the United States. Helped grow the product into the number one crusher now sold in the U.S.A.
- Trained new sales representatives in all aspects of product application, placement, and service.
- Performed customer demonstrations and exhibited products at trade shows.
- Met with end-users and manufacturers to define new product requirements and worked with product development team to document these requirements in product specifications.
- Analyzed and compared competitors' products in terms of features and benefits as well as prices.
- Reviewed product pricing and gross margin goals for existing products and established new product pricing.
- Developed sales and marketing plans for all products. Presented sales plans to senior management for approval and comment. Tracked sales and gross margin performance for all products.

Machine Operator; P. Keogh Plant Hire; Simpson Lane, West Drayton, and London, England; 1987 – 1996.

- Machine operator on demolition, pipeline and excavation projects.
- Coordinated and managed job-site equipment requirements.

Major Projects:

- Demolition and excavation of the Old Earls Court, London, England to make way for the new Earls Court Arena and convention center.
- Demolition and excavation of the London Docklands, London, England.
- Demolition and excavation of the old Kings Cross Train Station, London, England.
- Demolition and excavation of Liverpool Street Station and the Broadgate Office Complex in Financial District London, England.
- Selective demolition and excavation at Heathrow, Luton, and Stanstead Airports, London England.
- Selective demolition and excavation at the old Virginia Waters Hospital, Egham, Surrey, England.
- 15-mile, 3ft. pipeline excavation from Didcot to Goring, Oxfordshire, England.
- Water and sewer work on many London street locations.
- Excavation for the Museum of London at sensitive archaeology locations notably Colliers Wood, South London.



CORPORATE RESUME

Brian Palumbo, Demolition Foreman

Mr. Palumbo has over 10 years of experience in industrial, commercial, municipal, and residential site demolition. He is a trained explosives engineer and licensed equipment operator with extensive experience in construction site management.

Professional Experience:

Demolition Project Manager; J.R. Vinagro Corporation & The Patriot Companies; 2008 – Present.

- Responsible for demolition, site development, and crushing operations.
- Manage day-to-day operations of subcontractors and project scheduling.
- Operate various equipment including excavators, high reach excavators, grapples, loaders, and crushers

Operating Foreman; Lanford Brothers Excavating, Inc.; Cranston, RI; 2000 – 2008.

- Managed site development, subcontractors, scheduling, and materials.
- Operated various equipment including excavators, grapples, loaders, and crushers.
- Developed project estimates including quantity takeoffs and bidding.

Corporal – E4; United States Marine Corp.; 1996 – 2000.

- Trained and experienced Explosives Engineer.
- Assigned to humanitarian missions including projects in Honduras, Portugal, and the Bahamas.
- Awarded Naval Achievement Medal, Bronze Star.

Representative Demolition Project Experience:

- Classical High School Gymnasium, Providence, RI.
- Pittsfield Water Tank, Pittsfield, MA.
- Bomes Theater, East Providence, RI.
- Quonset Point Development, North Kingston, RI.
- Bristol Light Mill, Bristol, RI.
- Louttit Dry Cleaning Brownfield Project, Providence, RI.

Licenses/Certifications:

- CDL Class B.
- RI and MA Hoisting Engineers License.
- Mine Safety and Health Administration (MSHA) Certification of Training.
- OSHA Training.

Professional Affiliations:

- Member of Local 57 International Union of Operating Engineers.



CORPORATE RESUME

Matthew Parrillo, Demolition Project Manager

Mr. Parrillo has over 18 years of experience in industrial, commercial, municipal, and resident site demolition. He is a licensed equipment operator with extensive experience in construction site management.

Professional Experience:

Demolition Project Manager; J.R. Vinagro Corporation & The Patriot Companies; 2006 – Present.

- Manage day-to-day operations at the job site.
- Operate various equipment including excavators, cranes, grapples, loaders, and crushers.
- Coordinate subcontractor schedules and deadlines.

Demolition Project Manager; A&A Wrecking; 1992 – 2006.

- Managed day-to-day operations at the job site.
- Operated various equipment including excavators, cranes, grapples, loaders, and crushers.
- Coordinated subcontractor schedules and deadlines.

Demolition Project Manager; D'Allesandro Demolition; 1988 – 1992.

- Managed day-to-day operations at the job site.
- Operated various equipment including excavators, cranes, grapples, loaders, and crushers.
- Coordinated subcontractor schedules and deadlines.

Representative Demolition Project Experience:

- Demolition Project Manager – Aspen Group; Woonsocket, RI.
- Demolition Project Manager – Home Demolition for Walgreen's, Warwick, RI.
- Demolition Project Manager – Kaiser Aluminum, Portsmouth, RI.
- Demolition Project Manager – Shepard Building, Providence, RI.
- Demolition Project Manager – URI Buildings (Site Redeveloped as Providence Place Mall), Providence, RI.
- Demolition Project Manager – Various Phases of the Quonset Point Development, Quonset, RI.

Licenses/Permits:

- Rhode Island – Payloader/Backhoes.



CORPORATE RESUME

Stephen A. Selby, Demolition Project Manager

Mr. Selby has over 30 years of experience in the demolition industry. He has managed multi-million dollar projects at industrial, commercial, municipal, and residential sites both nationally and internationally. His list of professional credentials include the founding and management of Cast Corp., a Massachusetts-based demolition company affiliated with J.R. Vinagro Corporation and the Patriot Companies.

Professional Experience:

- Estimator for Total Demolition and Interior Gut-Out
- Health and Safety Officer
- Project Manager
- Site Supervisor
- Waste Flow Manager
- State of Massachusetts Unrestricted Supervisors License

Education/Training:

- A.S., Engineering; Blue Hill Vocational Tech; 1973 (Magna Cum Laude Graduate).

Major Projects:

- **The Congress Group.** Partial structural demolition and complete gut-out of the 350,000 SF Russia Wharf building in Boston, MA. Project cost was \$790,000.
- **Stop & Shop.** Demolished the 240,000 SF raybestos plant in Middletown, CT. Project cost was \$615,000.
- **Stop & Shop.** Demolished the original 200,000 SF Parque Plaza building in Manchester, CT. Project cost was \$3,255,000.
- **U. S Navy.** HAZMAT remediation, asbestos abatement, and ship dismantling of seven naval destroyers in Quincy, MA. The project value was \$3,255,000.
- **Pendegast Development.** Asbestos abatement and total demolition of the 750,000 SF Foster Grant world headquarters and chemical plant located in Leominster, MA. Project cost was \$2,440,000.
- **J.F. White.** Demolition of the main mezzanine and 4-story section of a 420,000 SF building. All of the structures that remained were gutted. Project cost was \$1,200,000.
- **Westinghouse Remediation.** Dismantled a 300,000 SF nitro glycerin factory in West Virginia. Project cost was \$725,000.
- **National Surface Cleaning.** Total demolition of 12 restaurants, a gas station, and emergency shelters in Buffalo and Syracuse, NY. Total square footage of the buildings was approximately 120,000 SF. Project cost was \$368,000.
- **G.R.D. Partners.** Total demolition of an 800,000 SF fertilization plant in Saint Petersburg, Russia. Project cost was \$1,600,000.
- **Viking Development.** Total demolition of 43,000 SF Patriot Ledger newspaper production plant in Plymouth, MA. Project cost \$143,000.
- **Columbia Construction.** Total demolition of the 300,000 SF Hewlett Packard plant in Waltham, MA. Project cost was \$840,000.
- **Copper Industries.** Total demolition of a 280,000 SF former tool & dye plant in Duluth, MN. Project cost was



CORPORATE RESUME

Stephen A. Selby, Demolition Project Manager

\$500,000.00.

Professional References:

- William O'Brien, Former Director
Stop & Shop Construction Department
617-803-6669
- Phillip Paston, President
Richmond Company
Wilmington, MA
978-988-3900
- Robert Stalker, Owner
Roberts Dismantling & Recycling Corporation
Hudson, NH
- Jaron Frieden, Vice President
Vertex Environmental
Weymouth, MA
781-952-6000
- David Gilvar, President
Viking Development, LLC
Duxbury, MA
781-806-5700
vikinglic@comcast.net
- James M. Brown, President
Boston Demolition
Pembroke, MA
207-423-3083



CORPORATE RESUME

Alan Corron, Demolition Superintendent

Coordinated and supervised all field personnel and equipment. Scheduled subcontractors and material deliveries. Managed pay estimates for projects and subcontractors. Responsible for cost tracking project by item.

Major Projects Completed:

- 2003 –2004: Town of Westborough
Mill Street Box Culvert
Earth Tech Engineering
- 2000 – 2002: Hudson
Quail Run: 125 unit over 55 housing project
- 1999 – 2000: Marlborough
Crane Meadows: 100 unit over 55 housing project

Reicor Construction

Sutton, MA

Owner, General Manager

1989-1999

Planned all aspects of site work and business responsibilities. Managed 3-12 employees. Planned, coordinated and implemented day to day operations including water and sewer installation, site preparation, installation of pump stations and road construction.

Major Projects Completed:

- 1997 – 1998: Leicester – 56 house subdivision
- 1996 – 1997: Shrewsbury – 21 house subdivision
- 1993 – 1996: Wilmington – Sawsheen Commons (156 house subdivision)
- 1991 – 1993: Landscaping project
- 1990 – 1991: Grafton pump station/sewer line

DiGregorio Construction

Worcester, MA

Superintendent

1986-1989

Supervised 1-3 million dollar municipal water, sewer and road reconstruction projects. Coordinated and supervised daily operations including materials acquisition, acting as liaison with municipal officials, technical and engineering personnel. Supervised ten employees.

Major Projects Completed:

- 1988: Town of Westborough
Installed sanitary sewer, force main, pump station
Whitman & Howard Engineering
- 1987: City of Worcester
Installed sanitary sewer, storm drain, pump station
Beta Engineering
- 1986: Town of Hudson



CORPORATE RESUME

Alan Corron, Demolition Superintendent

Installed sanitary sewer, force main, pump station
Whitman & Howard Engineering

Affiliations

Massachusetts Air National Guard

1970 – 1992

Air National Guard Retired Member

1992 – Present



CORPORATE RESUME

Donna M. Davis, Project Coordinator

Mrs. Davis has 20+ years experience in the construction/manufacturing industry. She is a highly-accomplished professional with a demonstrated track record of organizational infrastructure. She is detail-oriented, self-motivated and possesses excellent communication and efficiency skills.

Professional Experience:

Project Coordinator; J. R. Vinagro Corporation & The Patriot Companies, Johnston, RI; 2011 to Present

- Assistant to Environmental Engineer/Vice President.
- Maintain calendar for Vice President and (2) estimators.
- Create systems for flow of work.
- Interpret project(s) specifications and contract drawings.
- Proposal writing; estimating.
- Assist/review bid packages.
- Prepare and track submittals.
- Assist with preparation of Schedule of Values for each project; accounts receivables.
- Attend contractors' meetings.

Certified Service Advisor; Anchor Nissan, North Smithfield, RI; 2010

- Customer service; counter sales; telephone/e-mail inquires.
- Scheduling of automotive repairs (6 mechanics/10 bays)
- Notification(s) of recalls; warranties.
- Pricing, parts tracking, customer followup.

Sales Assistant; Central Construction Industries, Putnam, CT; 2009

- Update and maintain bid calendar.
- Prequalification bid packages; track bid results.
- Contact Owners/Architects/Contractors for project(s) status.
- Acquire plans and specifications for estimating.
- Material (steel) takeoffs/detailing.

Office Manager; Milford Tire Products, Inc., Hopedale, MA; 1990-2009

- Customer service; counter sales; telephone inquires.
- Scheduling of automotive repairs; tire sales and service.
- All cash/credit card/credit transactions.
- Pricing, purchasing, inventory and budgeting.
- All accounts receivables/payables.
- Assist with payroll preparation.
- Maintain customer database.
- Post daily sales; track/remit state sales tax.

Sales Director; Whitten Corporation, Mendon, MA; 1974-1990

- Directed (2) inside salesman; managed (2) sales secretaries.
- Directed "National" sales organization.
- Screened/transferred all sales inquiries.
- Created/maintained system for sales leads/follow-ups and filing.
- Drafted detailed project specifications.
- Interpreted contract documents/drawings.
- Prepared material take-offs; bid packages.
- Proposal writing—including Design-Build.
- Estimating department; Purchasing; Travel arrangements; Job Costing.

- Quoted (bid) contractors/projects.

Representative Project Experience:

- Harvard University/Blodgett Natatorium, Cambridge, MA
- Games of the XXIII Olympiad/1984 Olympics, Los Angeles, CA
- College of the Holy Cross, Worcester, MA
- The White House/President Gerald Ford's pool, Washington, DC
- Brown University, Providence, RI
- McDermott Municipal Swimming Pool, Warwick, RI
- University of Arizona, Flagstaff, Arizona

Education/Training:

- Associates Degree in Business; Katharine Gibbs, Providence, RI
 - Attended University of Rhode Island; Community College of Rhode Island.
 - Dale Carnegie seminars.
 - CPR First Aid Certification.
-

CORPORATE RESUME

Karen A. Hilton, Project Coordinator

Ms. Hilton has over 12 years experience in business management and project coordination. Her skills include permitting, project set-up, subcontract administration, purchasing and inventory control, job cost tracking, scheduling, estimating, and construction office management.

Professional Experience:

Project Coordinator; J.R. Vinagro Corporation & The Patriot Companies; 2008 – Present.

- Coordinate permitting for demolition projects.
- Prepare competitive bid documents for demolition projects throughout the Northeast.
- Work with project managers to prepare required project paperwork including monthly invoices and statements. Set up and maintain project files. Track project costs using job costing and project tracking software.
- Order and schedule delivery of necessary project supplies and equipment.
- Designed and maintain company website.

Manager; Gap; Providence, RI; 2004 – 2008.

- Supervised, managed, and coached 25 to 30 direct report employees.
- Managed scheduling and payroll processes.
- Took over the auditing responsibilities and passed the store compliance audit with 100% compliant rating which included the 1-9 review process.
- Responsible for employee hiring, orientation, and training.
- Increased store card acquisition by almost 90%.

Manager; Betty's Candy Corner; Cranston, RI; 1998 – 2004.

- Supervised, managed, and trained a staff of seven direct reports employees.
- Increased sales an average of 35% by forging new client relationships.
- Updated billing and receivables utilizing Quick Books software.
- Responsible for scheduling and payroll processes.
- Managed inventory of approximately \$250,000.

Claims Representative; Sun Life Financial; Lincoln, RI; 2000 – 2002.

- Processed death claims with an over 95% accuracy rate.
- Worked in a call center environment receiving up to 65 calls per day.
- Received "The Key to Our Success Award" for outstanding customer service.
- Attained Series 6 licensing and successfully completed LOMA's Effective Written Communication Course and the ACS 100.

Education/Training:

- B.S., Management and Technology; Rhode Island College, Providence, RI; 1998.



§ 5 FINANCING

§ 5.1 Financial Statement.

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

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

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

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

Familgietti & Company, Inc. June 30, 2012 and 2011 and December 31, 2011 and 2010.

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

Yes.

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

N/A.

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

The surety will act as guarantor of the contract with the issuance of the required Performance and Payment Bonds for same.

§ 6 SIGNATURE

§ 6.1 Dated at this 5th day of April 2013

Name of Organization: J.R. Vinagro Corporation

By: Joseph R. Vinagro



Title: President

§ 6.2

M r. Joseph R. Vinagro being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of April 2013

Notary Public: Cheri M. Riccio

Cheri Riccio #62105

My Commission Expires: April 16, 2014

Additions and Deletions Report for AIA[®] Document A305[™] – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:14:24 on 04/03/2013.

PAGE 1

SUBMITTED TO: Rhode Island Department of Administration

ADDRESS: One Capitol Hill, Providence, RI 02908

SUBMITTED BY: J.R. Vinagro Corporation

NAME: Joseph R. Vinagro

ADDRESS: 2208 Plainfield Pike, Johnston, RI 02919

PRINCIPAL OFFICE: 2208 Plainfield Pike, Johston, RI 02919

[] Corporation

...

NAME OF PROJECT: *(if applicable)* Ladd Center Phase 1 – Hazardous Materials Mitigation, Demolition & Site Restoration – Various Buildings.

...

[] Other: *(Specify)* Hazardous Materials Mitigation, Demolition & Site Restoration.

...

§ 1.1 How many years has your organization been in business as a Contractor? 15

§ 1.2 How many years has your organization been in business under its present business name? 5

...

Patriot Hauling Co., Inc.

...

§ 1.3.1 Date of incorporation: February 13, 1998

§ 1.3.2 State of incorporation: Rhode Island

§ 1.3.3 President's name: Joseph R. Vinagro

PAGE 2

Dana J. Zewinski

§ 1.3.5 Secretary's name: Joseph R. Vinagro

§ 1.3.6 Treasurer's name: Joseph R. Vinagro

...

§ 1.4.1 Date of organization: N/A

§ 1.4.2 Type of partnership (if applicable): N/A

...

N/A

...

§ 1.5.1 Date of organization: N/A

...

N/A

...

N/A

...

RI Contractor's License No. 32217, MA Construction Supervisor's License No. CS-089723, CT Demolition Class A License No. 1716.

...

RI, MA, CT, NH, VT

...

Demolition, Recycling, Portable Crushing, Heavy Hauling, and Excavation.

...

No.

...

Case #2012-2141 – Clean Harbor vs. J.R. Vinagro Corporation. Case listed below (#PM2012-1719) led to dispute over non-payment of invoicing from Clean Harbors.

...

Yes, please see below.

Case #PM2012-1719 – J.R. Vinagro Corporation vs. 96-109 Pine Street, LLC (Owner). J.R. Vinagro Corporation has brought suit against the Owner; dispute over lack of payment from Owner for work performed.

Case #00359-D; #NOCV2012-003 Norfolk County – J.R. Vinagro Corporation has brought suit against Agostini Construction Co., Inc. for nonpayment of services provided.

There several tort and small claims cases concerning outstanding balances due on overdue accounts.

PAGE 3

No.

...

Please see attached.

...

\$3,187,407.27

...

Please see attached.

...

\$6,075,011.32

...

Please see resumes attached.

...

North Atlantic Machinery, 11 Gorham Industrial Parkway, Gorham, ME 04038, (401)692-0917
Dennis K. Burke, 284 Eastern Ave. Chelsea, MA 02150, (617)884-7800
Shell Source / Motiva, 520 Allens Ave., Providence, RI 02903, (508)733-1055

...

Bank of America, Paul Bogoshian, 100 Westminster Street, Providence, RI 02903

...

Westchester Fire Insurance Company

...

Skillings Shaw and Associates, 485 Main Street, Lewistin, ME 04243

PAGE 4

Familglietti & Company, Inc. June 30, 2012 and 2011 and December 31, 2011 and 2010.

...

Yes.

...

N/A.

...

The surety will act as guarantor of the contract with the issuance of the required Performance and Payment Bonds for same.

...

§ 6.1 Dated at this 5th day of April 2013

7102

Name of Organization: J.R. Vinagro Corporation

By: Joseph R. Vinagro

Title: President

PAGE 5

M r. Joseph R. Vinagro being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of April 2013

Notary Public: Cheri M. Riccio

Cheri Riccio #62105

My Commission Expires: April 16, 2014

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joseph R. Vinagro, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:14:24 on 04/03/2013 under Order No. 4180616926_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

JRV
Joseph R. Vinagro

(Title)

President

(Dated)

4/5/13