

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7484384A3
Bid/RFP Title: CONSTRUCTION SVCS. FOR THE RECONSTRUCTION OF THE JL CURRAN UPPER RESERVOIR-ADDENDUM 3 (5 PGS & ZIP)
Opening Date & Time: 9/12/2013 10:00 AM
RIVIP Vendor ID #: 15165
Vendor Name: John Rocchio Corp.
Address: 20 Lark Industrial Pkwy
Smithfield , RI 02828
USA
Telephone: (401) 949-5565
Fax: (401) 949-5310
E-Mail: msarrasin@johnrocchiocorp.com
Contact Person: Michael E. Sarrasin
Title: Sr. Estimator
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND (\$500,000) DOLLARS and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. 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):

- N 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) 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.

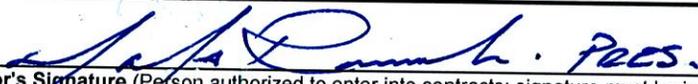
RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. 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.

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


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

Date 09/12/2013

John A. Rocchio - President
Name and Title of company official signing offer Print

**SECTION 00310
BID PROPOSAL**

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

The undersigned proposes to furnish all labor and materials required for the **Reconstruction of Curran Upper Reservoir Dam, Cranston, Rhode Island** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: 1 and dated: 8/9/2013

This bid includes Addenda numbered: 2 and dated: 8/20/2013

This bid includes Addenda numbered: 3 and dated: 9/6/2013

B. BASE BID

Total proposed Base Bid Price and including the Owner controlled contingency is:

Three million, eight hundred fifty five thousand & 00/100 DOLLARS (\$3,855,000.00)
(Price in Words) (Numbers)

BASE BID BREAKDOWN:

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	In dollars and cents UNIT PRICE	AMOUNT BID
1	General Contract Requirements, General Conditions, and Mob/Demob	Lump Sum	NA	NA	\$ 25,000.00
2	Testing Lab Services	Lump Sum	NA	NA	\$ 52,000.00
3	Temporary Facilities	Lump Sum	NA	NA	\$ 61,000.00
4	Site Preparation and Demolition	Lump Sum	NA	NA	\$ 215,000.00
5	Sedimentation and Erosion Control	Lump Sum	NA	NA	\$ 20,000.00
6	Dewatering & Control of Water	Lump Sum	NA	NA	\$ 50,000.00
7	Excavation Support & Cofferdams	Lump Sum	NA	NA	\$ 10,000.00
8	Earthwork, Site Work, Excavation, and Filling	Lump Sum	NA	NA	\$1,750,000.00
9	Articulated Concrete Block	Lump Sum	NA	NA	\$ 300,000.00
10	Permanent Sheet Piling	Lump Sum	NA	NA	\$ 361,900.00
11	Cast-In-Place & Precast Concrete Spillway	Lump Sum	NA	NA	\$ 650,000.00
12	Reconstruction of Low Level Outlet	Lump Sum	NA	NA	\$ 360,100.00

Total of Base Bid Breakdown

\$3,855,000.00

NOTE: The sum of the price of all 12 Base Bid Items should equal the Total Proposed Base Bid Price. In case of a conflict the Total Proposed Base Bid Price shall govern.

C. ALTERNATIVES:
There are no alternatives

D. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN
The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:
ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

Three million, eight hundred fifty five thousand & 00/100 DOLLARS (\$3,855,000.00)
(Price in words) (Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL OF ITEM NO. 2: _____		\$ _____
(Price in Words)		(Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

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

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

F. LEGAL ORGANIZATION

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

G. QUALIFICATIONS TO PERFORM WORK

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

1. The undersigned has been in business as a General Contractor under present business name for 19 years.

2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

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

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

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1. Please see attached Exhibit "C"	Exhibit "C"			\$ _____
2. _____	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	\$ _____
4. _____	_____	_____	_____	\$ _____
5. _____	_____	_____	_____	\$ _____
6. _____	_____	_____	_____	\$ _____
7. _____	_____	_____	_____	\$ _____
8. _____	_____	_____	_____	\$ _____
9. _____	_____	_____	_____	\$ _____
10. _____	_____	_____	_____	\$ _____

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

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

I. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: 34380

The undersigned acknowledges by signature below that the undersigned has read and understands the Information to Bidders, the terms of which are hereby incorporated into this Proposal.

DATE: 9/12/2013

BIDDER: John Rocchio Corporation

BY:  President
Signature Title

BUSINESS ADDRESS: 20 Lark Industrial Parkway

Smithfield, RI 02828

TELEPHONE NUMBER: (401) 949-5565

FEIN NO.: 05-476350

*****END OF PROPOSAL*****

SECTION 610
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, John Rocchio Corporation as Principal,
and Liberty Mutual Insurance Company as Surety,
are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of
Five Percent (5%) of the Attached Bid Dollars dollars (\$ -----5%-----),
well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for the Reconstruction of Curran Upper Reservoir
Dam, Cranston, Rhode Island.

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the
Principal shall enter into a Contract with the State of Rhode Island in accordance with the terms of such
bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good
and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the State of Rhode Island the
difference not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the State of Rhode Island may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument
at Providence, Rhode Island, this 29th day of August 2013.

Michael S. Samson
(Witness)

John Rocchio Corporation
(Principal) (Seal)
John A. Rocchio, President
FEIN No. 05-0476350

Chia P. Cardone
(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)
Brian M. Rossi
Brian M. Rossi, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5974994

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian M. Rossi; Christopher A. Iannotti; Christopher A. Plympton; Elisa P. Cardone; Joseph J. Padula; Judith A. Briggs; Richard A. Padula

all of the city of E GREENWICH, state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2013.



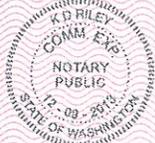
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 30th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXPERIENCE AND BACKGROUND OF

Exhibit 'A'

JOHN A. ROCCHIO
4 Old Farm Road
East Greenwich, RI 02828
D/O/B: 5-29-60

2/94 - Present

President of John Rocchio Corporation.
Responsibilities include overseeing all projects with regard to administration, construction, and quality control.

COMPLETED OR ON-GOING CONTRACTS:

- 1) Combined Sewer Overflow Control Facilities
Program Phase II, Sewer Separation/Flow Modification
OF-027 – Contract No. 303.05C
Work includes the installation of 11,000 l.f. (+/-) of reinforced concrete pipe ranging in size from 42" to 12", installation and maintenance of a temporary potable water by-pass system (17,000 l.f. +/-) and the removal and replacement of approximately 15,000 l.f.(+/-) of 18" and 12" potable water main. Monitor, test and legally dispose of all hazardous excavated material encountered. Material to be delivered to an approved site. Mill and overlay side roads, reconstruct secondary State roads curb to curb including pavement structure, curbing and sidewalk replacement.
Owner: Narragansett Bay Commission
Contract Amount: \$8,678,698.00
Completion Date: August, 2013
- 2) Bridge Replacement (U-02-001) (Steel) – Route 122
(Providence Road) over Blackstone River, Uxbridge, MA
Work: Complete demolition of concrete beams and deck superstructure, as well as, concrete abutment and piers.
Reconstruction of same with steel plate girders and concrete pre-cast decking.
Owner: MassDOT
Contract Amount: \$2,691,888.00
Completion Date: October, 2012
- 3) Bridge Replacement (N-21-002) (Steel) – Route 122
(Providence Road) over Blackstone River, Northbridge, MA
Work: Complete demolition of concrete beams and deck superstructure, as well as, concrete abutment and piers.
Reconstruction of same with steel plate girders and concrete pre-cast decking as well as pre-cast substructure units.

Owner: MassDOT
Contract Amount: \$4,359,37800
Completion Date: September, 2013

- 4) Fish Passage Facilities – Turner Reservoir and Hunts Mill Dam
Work: Construct a Denil fish way structure at the Hunts Mill Dam located on the Ten Mile River, East Providence, Rhode Island. Work at the Hunts Mill Dam will consist of site preparation, erosion control, temporary site fencing, demolition and replacement of a historic brick mill outlet structure, structural excavation and the formation of a cast-in-place concrete fish passage to include tide gates and baffles. A sand bag cofferdam system will be constructed around the work zone to allow for all work to be carried out in the dry. Construct an elevated Denil fish way structure at the Turner Reservoir Dam located on the Ten Mile River, East Providence, Rhode Island. Work at the Turner Reservoir will consist of site preparation, erosion control, temporary site fencing, the formation of an elevated cast-in-place concrete fish passage to include tide gates and baffles. The new structure will be supported by twenty pre-augured steel and concrete reinforced caissons. The work also includes modifications to the Turner Reservoir Dam to accommodate and accept the new fish passage. A steel sheet pile cofferdam system will be constructed around the work zone to allow for all work to be carried out in the dry.

Owner: US Army Corps of Engineers
Contract Amount: \$1,634,700.00
Completion Date: August, 2012

- 5) Bridge Replacement (U-02-030) (Street) River Road over Ironstone Brook, Uxbridge, MA
Work: Complete demolition of concrete beams and deck superstructure, as well as, concrete abutment and piers. Reconstruction of concrete composite deck system and retaining walls.

Owner: MassDOT
Contract Amount: \$1,663,739.60
Completion Date: September, 2011

- 6) Romano Vineyard Way Bridge & Roadway Improvements, North Kingstown, RI
Work: Construct new 120 l.f. span bridge over Davisville Road and Seaview Railroad including cast-in-place abutments, MSE wing walls, pre-cast "I" beams and cast-in-place deck, parapets and sidewalks. Construct 1/2 miles of approach at either end of bridge.

Owner: Quonset Development Corporation
Contract Amount: \$4,496,933.00
Completion Date: November, 2011

- 7) Bridge Replacement Rt. 44 over 3 Mile River, Taunton, MA
Work: Complete demolition of steel stringer and concrete deck superstructure, parapets, end posts, and partial abutment. Reconstruction of same including re-location of 16" water main and reconstruction of ¼ mile of Rt. 44 at each approach. (East & West).

Owner: Mass Highway – District 5
Contract Amount: \$1,946,059.00
Completion Date: June, 2011

- 8) Dillon's Corner Bridge 481, Point Judith Bridge 482, Peacedale Bridge 178 – RI Contract No. 2009-CB-087, Narragansett, RI
Work: **Dillon's Corner Bridge 481** – Complete demolition of steel and concrete deck superstructure, parapets, end posts, piers, pier caps, and partial abutment. Reconstruction of same. (Bridge No. 481 consists of two, three lane 175' spans - north and south bound.) **Point Judith Bridge 482** – Demolition of piers, pier caps, and partial deck. Re-construction of piers and pier caps. Structural concrete repairs to existing deck, parapets, end walls, and pre-cast concrete girders. This bridge includes temporary shoring and jacking of the bridge superstructure (75' length) during pier and pier cap re-construction. **Peacedale Bridge No. 178** – Partial demolition of existing historic stone arch sub-structure. Replacement of same.

Owner: RIDOT
Contract Amount: \$6,606,980.70
Completion Date: August, 2011

- 9) Central Avenue Pump Station Upgrades – Contract 07:705:00C
Work: Complete removal and replacement of entire pump station including pumps, generators, SCADA and 3,000' forcemain. Refurbish existing wet well and pump house building.

Owner: Narragansett Bay Commission
Contract Amount: \$605,579.27
Completion Date: December, 2010

- 10) Replacement of Fisher Street Bridge over 10 Mile River, North Attleborough, MA
Work: Complete demolition of existing concrete deck, parapets, end posts, back walls, and approach slabs. Re-construction of same including sewer, water, and gas main re-location.

Owner: Town of North Attleborough, MA
Contract Amount: \$481,173.00
Completion Date: December, 2009

11) Upper Shawme Dam Rehabilitation

Work: Remove and dispose of existing earth, dam and concrete spillway. Furnish and install new earth, dam and concrete spillway including water control and management of the Upper Shawme Reservoir.

Owner: Town of Sandwich, Massachusetts
Contract Amount: \$844,729.00
Completion Date: July, 2009

12) North Smithfield Sewers

Work: Furnish and install 19,000 l.f. of new 1.5", 2" and 3" force main sewer. Reconstruct 19,000 l.f. of roadway including full depth bituminous paving, milling, overlay and other incidental highway construction..

Owner: Town of North Smithfield, Rhode Island
Contract Amount: \$2,170,260.00
Completion Date: June, 2009

13) T.F. Green Airport – Post Road Water Valve Replacement

Work: Furnish and install 20" gate valve required to isolate T.F. Green Airport from the City of Warwick's water system. Work was accomplished without shutdown to the airport by use of two 20" insertion valves. Also included was full-depth pavement repair and overlay.

Owner: Rhode Island Airport Corporation
Contract Amount: \$125,000.00
Completion Date: December, 2008

14) Clyde Interceptor Project

Work: Install new 1,800 l.f. of new 18" dia. sewer line. Reconstruct entire roadway including paving, curb, and sidewalks.

Owner: Town of West Warwick, Rhode Island
Contract Amount: \$1,476,484.00
Completion Date: December, 2008

15) Shippee Bridge Repairs

Work: Retro fit superstructure with new 36" x 60' "I" beams to increase weight limit from 3 tons to 20 tons.

Owner: Rhode Island Department of Transportation
Contract Amount: \$243,900.00
Completion Date: November, 2008

- 16) New Connector Road
Work: Construction of 4,000 l.f. of new roadway including curbing, sidewalks, pavement structure, sewer, water and drainage system.
Owner: Quonset Development Corporation
Contract Amount: \$2,544,369.00
Completion Date: October, 2008
- 17) Queens Grant/Gap Areas and Cedar Heights
Work: Construction of 21,000 l.f. of sewer and water system including 21,000 l.f. of complete full-depth road, curb, sidewalk and other incidental highway construction.
Owner: Town of East Greenwich, Rhode Island
Contract Amount: \$8,600,000.00
Completion Date: December, 2007
- 18) Crescent View Avenue Culvert Replacement
Work: Construct sheet driven cofferdam from barge. Remove and replace two 125' x 14' dia. culverts including 2,500' of highway reconstruction. Culverts allowed inland estuary to drain to Narragansett Bay.
Owner: City of East Providence, Rhode Island
Contract Amount: \$1,168,507.00
Completion Date: August, 2008
- 19) Sun Valley, East Greenwich, Rhode Island
Work: Installation of 20,000 l.f. of 8" and 6" PVC pipe, installation of a pre-packaged pump station and backup generator including 20,000 l.f. of complete full-depth road, curb, sidewalk, and other incidental highway construction.
Owner: Town of East Greenwich, Rhode Island
Contract Amount: \$4,180,250.00
Completion Date: November, 2007
- 20) Old Buttonwoods Sewer Extension, Warwick, Rhode Island
Work: Installation of 19,000 l.f. of 12", 10", and 8" PVC pipe. Installation of a cast-in-place pump station and backup generator. Restoration and reconstruction of 3.5 miles of roadway. Replacement of 3,000 l.f. of 8" water main.
Owner: Warwick Sewer Authority
Contract Amount: \$3,400,000.00
Completion Date: August, 2007
- 21) Sanitary Sewer Pipeline and Manhole Replacement Project
Work: Replacement of lateral sewers and manholes.
Owner: Town of Jamestown
Contract Amount: \$1,050,000.00
Completion Date: September, 2004

22) Fast Track Sewer Interceptor Project

23)

Work: Construction of an Interceptor along with lateral Sewers.

Owner: Town of Coventry

Contract Amount: \$6,100,000.00

Completion Date: May, 2004

24) Conimicut North Sewer Project

Work: Construction of a cast-in-place 4MGD pump station.

Installation of 23,000 l.f. of 12", 15" 18", and 21" PVC pipe. Complete restoration of West Shore Road and Sandy Lane, Warwick, Rhode Island

Owner: Warwick Sewer Authority

Contract Amount: \$6,327,093.00

Completion Date: August, 2003

25) Moshassuck River Interceptor

Work: Construct 10' dia. x 370' deep drop shaft along with a cast-in-place gate and screening structure required to re-route combined drainage and sewer flow for storage during inclement weather. Work included providing a 54 million gallon a day by-pass system throughout the duration of the project.

Owner: Narragansett Bay Commission

Contract Amount: \$4,656,320.00

Completion Date: September, 2002

26) Old Rochester Regional Force Main Sewer

Work: Construction of a dedicated sewer line. 10,000 l.f. of 4" and 6" PVC pipe including restoration.

Owner: Old Rochester Regional School Dist.

Contract Amount: \$1,141,081.60

Completion Date: December, 2001

26) Godfrey Brook Flood Mitigation Project

Work: Installation of 6,100 l.f. of sub-surface 5 x 10 box culvert, cast-in-place construction of two concrete diversion structures, two holding tanks, multiple head walls, concrete spillway and wetlands restoration.

Owner: Town of Milford, Massachusetts

Contract Amount: \$3,109,000.00

Completion Date: May, 2001

- 27) Route 2 Sewer Line Extension Phase I & II
Work: Installation of 51,000 l.f. 8", 10", and 12" gravity sewer; 12,000 l.f. force main and low pressure sewer, and 7 pump stations.
Owner: Town of East Greenwich, Rhode Island
Contract Amount: \$8,000,000.00
Completion Date: December, 2000
- 28) Dudley Sewer Extension Phase II and III
Work: Installation of 9,000 l.f. of 8" and 10" gravity; 4,000 l.f. of force main and low pressure sewer, and 3 pump stations
Owner: Town of Dudley, Massachusetts
Contract Amount: \$1,200,000.00
Completion Date: March, 2000
- 29) North End Sewer Project
Work: Installation of 14,000 l.f. of 8", 10", and 12" gravity sewer. Complete road reconstruction, landscape and site restoration.
Owner: Town of Narragansett, Rhode Island
Contract Amount: \$1,200,000.00
Completed: February, 1999
- 30) Massasoit Road Force Main Extension
Work: Installation of 4,500 l.f. of new 14" force main to depths of 16 ft. Includes 8 million gallon per day sewer by-pass and road restoration.
Owner: City of Worcester, Massachusetts
Contract Amount: \$560,000.00
Completed: May 30, 1998
- 31) Market Street Sewer Main Replacement
Work: Replacement of 12" sewer main. Includes 2 million gallon per day by-pass and well point system.
Owner: Town of Warren, Rhode Island
Contract Amount: \$128,000.00
Completed: April 30, 1998.
- 32) Gorton Pond North, Phase II, Sewer Extension Project
Contract No. 64
Work: Install 4,000 ft. of 8" sewer main, 2,000 ft. of 4" force main and prefab. pump station.
Owner: Warwick Sewer Authority
Contract Amount: \$356,000.00
Completed: May 30, 1998

- 33) Bridlewood Subdivision Phase 3B & 3C
Work: Construction of all utility infrastructure including approximately 4,000 l.f. of RCP drainage, 2,100 l.f. of ductile water, 1,800 l.f. gravity sewer, 1,100 l.f. of PVC force main including pump station.
Owner: Izzo Construction
Final Contract Amount: \$585,000.00
Completed: December, 1997
- 34) Whittings Pond Dam Renovation
Work: Demolition and replacement of spillway structure. Includes 36" D.I. low level inlet structure.
Owner: Town of North Attleborough, MA
Final Contract Amount: \$461,000.00
Completed: December, 1997
- 35) Franklin Street Sewer Project
Work: Installation of 1,500 l.f. of 8" PVC gravity sewer and roadway reconstruction of approximately 2,000 l.f. of Route 1.
Owner: Town of Westerly, Rhode Island
Final Contract Amount: \$280,000.00
Completed: October 30, 1997
- 36) Gilbert Street Bridge
Work: Demolition and construction of a new bridge structure over AMTRAK.
Owner: Mass Highway Department
Final Contract Amount: \$451,000.00
Completed: May, 1997
- 37) Kenyon Hill Culvert Replacement
Work: Demolition and installation of new culvert and poured in place wing walls across Kenyon Hill Brook.
Owner: Town of Richmond, Rhode Island
Final Contract Amount: \$86,000.00
Completed: March, 1997
- 38) Sewer System Improvements, Foxboro, Massachusetts
Work: Sewer force main, pump station, and road reconstruction.
Owner: Dept. of Capital Planning & Operations
Final Contract Amount: \$260,000.00
Completed: December, 1996

- 39) Water Distribution--Newport Naval Base, Newport, RI
 Work: Water main and by-pass system Base Wide.
 Installation of curbing, shoulder and pavement reconstruction.
 Owner: Newport Naval Command
 Final Contract Amount: \$238,000.00
 Completed: September, 1996

- 40) Riverside Park Pedestrian Bridge
 Work: Bridge Construction
 Owner: Town of Thompson, Connecticut
 Final Contract Amount: \$140,000.00
 Completed: November, 1995

- 41) Site Restoration - Connetta's Mobile Home Park
 Work: Concrete paving and roadway reconstruction.
 Owner: City of Cranston, Rhode Island
 Final Contract Amount: \$100,000.00
 Completed: December, 1995

- 42) Meadow Drive Drainage Improvements
 Work: Drainage
 Owner: Town of Westerly, Rhode Island
 Final Contract Amount: \$75,000.00
 Completed: October, 1994

3/78 - 1/94

Senior Vice President of Rocchio & Sons, Inc.
 Direct control over day to day operations of all construction related activities. Company employed in excess of 100 personnel.

MAJOR PROJECTS COMPLETED:

- 1) General Contractor: Rocchio & Sons, Inc.
 Project: Mill Street Bridge Replacement
 Work: Removal and replacement of historic bridge.
 Owner: State of Rhode Island, DOT
 Final Contract Amount: \$409,000.00

- 2) General Contractor: Rocchio & Sons, Inc.
 Project: Saddle Brook Lane Culvert Replacement
 Work: Removal and disposal of existing culvert. Furnished and installed new precast culvert while maintaining river flow.
 Owner: State of Rhode Island, DOT
 Final Contract Amount: \$102,915.00

- 3) General Contractor: Rocchio & Sons, Inc.
Project: Barden Reservoir Bridge
Work: Replace existing two span steel trussed beam bridge with single span precast prestressed concrete box girder over the Barden Reservoir. Project also included a 900 c.y. tremie pour and cofferdam system.
Owner: State of Rhode Island, DOT
Final Contract Amount: \$1,150,000.00
- 4) General Contractor: Rocchio & Sons, Inc.
Project: Bullocks Point Avenue Bridge
Work: Remove and reconstruct 102 l.f. steel girder bridge across AMTRAK Railway including by-passing utilities for duration of construction.
Owner: State of Rhode Island, DOT
Final Contract Amount: \$2,100,000.00
- 5) General Contractor: Rocchio & Sons, Inc.
Project: Reconstruction of Washington Street
Work: Total roadway reconstruction including pavement, curbing, sidewalks, and traffic signal system.
Owner: State of Rhode Island, DOT
Final Contract Amount: \$440,000.00
- 6) General Contractor: Rocchio & Sons, Inc.
Project: Reconstruction of Upper College Road
Work: Complete reconstruction of campus roadway including paving, sidewalks, relocation of all utilities (sewer, water, storm), ornamental lighting and landscaping.
Owner: State of Rhode Island, DOT
Final Contract Amount: \$2,300,000.00
- 7) General Contractor: Rocchio & Sons, Inc.
Project: Runway Improvements--Block Island State Airport
Work: Extend runway 28 safety area, construct turf tie down apron, install security fencing and sub-surface disposal system.
Owner: State of Rhode Island, Div. of Purchases
Final Contract Amount: \$1,800,000.00
- 8) General Contractor: Rocchio & Sons, Inc.
Project: State House Circulator
Work: Total reconstruction and alignment of all road and highway off ramps surrounding the Rhode Island Capital Building including complete reconstruction of actual roadway surfaces, curbing, sidewalks, and utilities (sewer, water, storm). Also included were four new traffic signal systems as well as ornamental lighting.

Owner: State of Rhode Island, DOT
Final Contract Amount: \$3,800,000.00

9) General Contractor: Rocchio & Sons, Inc.
Project: Reconstruction of Scarborough State Beach,
South-Phase 7
Work: Construction of a 25 acre grass parking area including
bituminous entrance and egress roadways. Work also
included major storm utility construction.
Owner: State of Rhode Island, Dept. of Environmental
Management
Final Contract Amount: \$1,100,000.00

10) General Contractor: Rocchio & Sons, Inc.
Project: Reconstruction of Angel Road North Sewers
Work: 19,000 l.f. of 12", 10", and 8" gravity sewer including
all manholes and appurtenances.
Owner: Town of Lincoln, Rhode Island
Final Contract Amount: \$1,120,000.00

11) General Contractor: Dimeo Construction Co.
Project: Bristol County Prison and House of Corrections Site
Development and Utilities
Work: Project included 8,000 ft of roadway, 15,000 ft. of
sewer, 12,000 ft. of storm, and 9,000 ft. of new water main.
Project area was in excess of 100 acres.
Owner: Commonwealth of Massachusetts, DCPO
Final Contract Amount: \$4,600,000.00

EDUCATION & PROFESSIONAL AFFILIATIONS:

1974 – 1978 Johnston High School

2010 OSHA 30 Trenching and Excavation Safety Course - Certified

Utility Contractors of Rhode Island
Board of Directors (2011/2012)

Construction Industries of Massachusetts
Member

Construction Industries of Rhode Island
Member

JOHN D. BIGDEN
SENIOR PROJECT MANAGER
JOHN ROCCHIO CORPORATION
(1994 to Present)

Exhibit "A"

EDUCATION: New Jersey Institute of Technology, Newark, NJ – Bachelor of Science –
Civil Engineering – Class of 1964

PROJECTS IN PROCESS:

- Combined Sewer Overflow Control Facilities Program Phase II (\$8.6 million), Narragansett Bay Commission
- Floatables Control Project, Outfalls, 205, 219 and 220, Pawtucket, RI (\$4.2 million), Narragansett Bay Commission
- Sewer Separation/Flow Modification OF-037 South, Providence, RI (\$7.7 million), Narragansett Bay commission

PROJECTS COMPLETED:

- Turner & Hunts Dam Fish Passage, East Providence, RI (\$1.1 million), Army Corps. of Engineers
- Dillon's Corner Br. 481, Point Judith Br. 482, Peacedale Br. 178, Narragansett, RI (\$6.6 million), Rhode Island Dept. of Transportation
- Romano Vineyard Way Bridge & Roadway Improvements, North Kingstown, RI, (\$3.3 million), Quonset Development Corporation
- Bridge Rehabilitation – Rt. 44 Bridge over the Three Mile River, Taunton, MA, (\$2 million), Mass Highway Department, District 5
- Providence via duct rehab and interim repairs, (\$6.3 million) RIDOT
- Capital City Interchange Project, Providence, RI, (\$18 million), RIDOT
- River Relocation, Providence, RI, (\$24 million), RIDOT
- State House Circulator, (\$3.8 million), RIDOT
- Bullocks Point Avenue Bridge, (\$2.1 million), RIDOT
- Barden Reservoir Bridge, (\$1.1 million), RIDOT
- Saddle Brook Lane Culvert Replacement, (\$102,915.00), RIDOT
- Mill Street Bridge Replacement, (\$409,000), RIDOT
- Rehab and Re-construction of 12 bridges and roadways from New York State Border to Secaucus, New Jersey, (\$16.5 million), New Jersey Turnpike Authority
- Riverside Park Pedestrian Bridge, (\$140,000), Town of Thompson, CT
- Kenyon Hill Culvert Replacement, (\$86,000), Town of Richmond, RI
- Gilbert Street Bridge, (\$451,000), Mass Highway Department
- Whittings Pond Dam Renovation, (\$461,000), Town of North Attleborough, MA
- Godfrey Brook Flood Mitigation Project, (\$3.1 million), Town of Milford, MA
- Moshassuck River Interceptor, Providence, RI, (\$4.6 million), Narragansett Bay Commission

- Crescent View Avenue Culvert Replacement, (\$1.1 million), City of East Providence, RI
- Shippee Bridge Repairs, Burrville, RI, (\$243,900), RIDOT
- Replacement of Fisher Street Bridge over 10 Mile River, North Attleborough, MA, (\$481,173.00), Town of North Attleborough, MA
- Central Ave Pump Station, Johnston, RI, (\$600,000.00), Narragansett Bay Commission

PAUL CAPPELLETTI
PROJECT MANAGER
JOHN ROCCHIO CORPORATION

Exhibit "A"

EDUCATION:

- Boston College, Newton, MA – Masters in Business Administration (MBA) - May 2001.
- Wentworth Institute of Technology, Boston, MA – Bachelor of Science in Civil Engineering - September 1995.
- Wentworth Institute of Technology, Boston, MA – Associates Degree in Building Construction Science – May 1993.

EXPERIENCE:

JOHN ROCCHIO CORPORATION

Project Manager

2010 – Present:

- Newport Sanitary Sewer Improvements, Newport, RI (\$2.7 million), City of Newport, RI
- Bridge Replacement River Road over Ironstone Brook, Uxbridge, MA - Demolish Existing Bridge and Construct New Bridge (\$1.7 million), MA DOT.
- Bridge Replacement Route 122 over Blackstone River, Uxbridge, MA - Demolish Existing Bridge and Construct New Bridge (\$2.7 Million), MA DOT.
- Bridge Replacement Providence Road over Blackstone River, Northbridge, MA - Demolish Existing Bridge and Construct New Bridge (\$3.2 million), MA DOT.

P. CALIACCO CORPORATION

Project Manager

2009-2010:

- East Boston Branch Sewer Replacement by Pipebursting, East Boston, MA - Combined sewer separation, install 5,000 lf sewer by pipebursting & CIPP liner, manhole rehabilitation (\$8 million), Massachusetts Water Resources Authority.

LM Heavy Civil Construction LLC

Project Manager

2006-2009:

- Central Cohasset Sewer, Water, & Drainage Improvements, Cohasset, MA - Installation of 70,000 lf pressure sewer, 2,000 lf gravity sewer, 17,500 lf water main, and 6,000 lf drainage (\$9 million), Town of Cohasset.
- Surface Restoration for Central Artery Tunnel Projects CO9C2 & C17A6, Boston, MA - Installation of concrete sidewalks, granite curb, and various architectural featured stones (\$20 million), Massachusetts Turnpike Authority.

Modern Continental Construction Company Inc.
Project Manager/Project Engineer/Superintendent

1995-2006:

- Central Artery/Tunnel Project C17A6 Kneeland to Charles Tunnel Construction, Viaduct Demolition, and Surface Restoration, Boston, MA - Demolition of existing expressway, construction of new tunnel, installation of various utilities, sidewalks, and parks (\$450 million), Massachusetts Turnpike Authority.
- Central Artery/Tunnel Project C17A1 Congress to Broad Street, Boston, MA - Mass excavation, installation of earth support, various utilities, bridge structures, mass concrete, waterproofing, and steel erection (\$241 million), Massachusetts Turnpike Authority.
- Saint James Avenue Interceptor, Boston, Ma - Installation of utilities by pipeburstng, microtunneling, shotcrete lining, and CIPP liner (\$17 million), Boston Water & Sewer Commission.
- Central Artery/Tunnel Project C14B3, Hanover to Sudbury Street Utility Relocations, Boston, MA - Relocation of various utilities and installation of slurry walls (\$6 million), Massachusetts Turnpike Authority.

MICHAEL E. SARRASIN
PROJECT MANAGER
JOHN ROCCHIO CORPORATION
(2007 to Present)

Exhibit "A"

EDUCATION:

- 1975-1977 SOUTHEASTERN MASSACHUSETTS UNIVERSITY, Dartmouth, MA
Bachelor of Science in Civil Engineering Technology, graduated
with honors, received the John Foster Award for Excellence in
Civil Engineering.
- 1972-1975 SPRINGFIELD TECHNICAL COMMUNITY COLLEGE,
Springfield, MA - Associate degree in Civil Engineering.

PROJECTS IN PROCESS:

- Improvements to Interceptors – FY 2012
(\$1.5 million), Narragansett Bay Commission

PROJECTS COMPLETED:

- Romano Vineyard Way Bridge & Roadway Improvements, North Kingstown, RI,
(\$3.3 million), Quonset Development Corporation
- Bridge Rehabilitation – Rt. 44 Bridge over the Three Mile River, Taunton, MA,
(\$2 million), Mass Highway Department, District 5
- New Water Treatment Facility, Lee, MA, (\$5 million), Town of Lee, MA
- Water Reclamation Facility Contract #1, Belchertown, MA, (\$6 million), Town of
Belchertown, MA
- York St. Pump Station Modifications, Contract 1, Springfield, MA, (\$2 million),
Town of Springfield, MA
- Cisco System NEDC Site 1 WWTF, Boxborough, MA, (\$3 million), Cisco
Development Partners
- D/B WWTF at Linden Ponds Hingham, MA, (\$4 million), Erickson Retirement
Community
- Design/Build/Operate with Aquarion for WWTP Update, Holyoke, MA, (\$15
million), Aquarion Water
- PBH Well Field Water Treatment Facility, (\$3 million), Connecticut Water
Company
- WWTF-Major Expansion and Upgrade, Fairhaven, MA, (\$12 million), Town of
Fairhaven, MA
- WWTF-Major Expansion and Upgrade, Somerset, MA, (\$12 million), Town of
Somerset, MA
- WWTF-Major Expansion and Upgrade at WWTF and off-site pump station,
Billerica, MA, (\$15 million), Town of Billerica, MA

Exhibit "A"

ROBERT PION
PROJECT MANAGER
JOHN ROCCHIO CORPORATION
(1998 to Present)

EDUCATION: Brown University, Providence, Rhode Island – Bachelor of Science –
Civil Engineering – Class of 1959

PROJECTS IN PROCESS:

- Combined Sewer Overflow Control Facilities Program Phase II (\$8.6 million), Narragansett Bay Commission

PROJECTS COMPLETED:

- Turner & Hunts Dam Fish Passage, East Providence, RI (\$1.1 million), Army Corps. of Engineers
- Dillon's Corner Br. 481, Point Judith Br. 482, Peacedale Br. 178, Narragansett, RI (\$6.6 million), Rhode Island Dept. of Transportation
- Hawkins Street Bridge over Rt. 146 Louisquisset Pike, Providence, RI, (\$2,7 million), RIDOT
- Freeborn Street – 2 bridges north bound & south bound (Bridges No. 064601 & 064621), Portsmouth, RI, (\$3.9 million), RIDOT
- Meshanticut Interchange – 3 bridges: Reservoir Ave. Bridge #043101 over Rt. 2 Reservoir Ave.; Meshanticut Bridge #042201 over Rt. 2 Meshanticut Interchange; Meshanticut via duct Bridge #042301 over Rt. 2 Meshanticut Interchange, (\$5.2 million), RIDOT
- Route 2 Sewer Line Extension Phase I & II, East Greenwich, RI, (\$8 million), Town of East Greenwich, RI
- Godfrey Brook Flood Mitigation Project, Milford, MA, (\$3.1 million), Town of Milford, MA
- Old Rochester Regional Force Main Street, Old Rochester, MA, (\$1.1 million), Old Rochester Regional School District
- Old Buttonwoods Sewer Extension, Warwick, RI, (\$3.4 million), City of Warwick, RI
- Sun Valley, East Greenwich, RI, (\$4.6 million), Town of East Greenwich, RI
- New Connector Road, Warwick, RI, (\$2.5 million), Quonset Development Corp.
- Clyde Interceptor Project, West Warwick, RI, (\$1.4 million), Town of West Warwick, RI
- T.F. Green Airport – Post Road Water Valve Replacement, (\$125,000.00), Rhode Island Airport Corporation

- North Smithfield Sewers, North Smithfield, RI, (\$2.1 million), Town of North Smithfield, RI

EXHIBIT "B"

COMPLETED PROJECTS

<u>Completion Date</u>	<u>Project Name Class of Work</u>	<u>Contract Amount</u>	<u>Owner</u>	<u>Reference Owner/Engineer</u>	<u>Telephone Number</u>
October , 2007	Design/Build Replacement of Crescent View Avenue Culverts, East Providence, RI Culvert Replacement	\$1,168,507.00	City of East Providence, RI	City of East Providence, RI Eric Skadberg	<u>401-435-7700</u>
July, 2009	Upper Shawme Dam Sandwich, Massachusetts Dam Reconstruction	\$785,123.00	Town of Sandwich, Massachusetts	Town of Sandwich, MA George Dunham	<u>508-888-4910</u>
August, 2012	Fish Passage Facilities – Turner Reservoir & Hunts Mill Dam, East Providence, RI Cast-in-Place Concrete & Dam Repair	\$1,634,700.00	US Army Corps of Engineers New England District 696 Virginia Road Concord, MA 01742-2751	US Army Corps of Engineers Christopher Turek	<u>508-294-9941</u>

CONTRACTS IN THE PAST 5 YEARS WITH THE STATE OF RHODE ISLAND

EXHIBIT "C"

<u>Date Awarded</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>State Agency</u>	<u>State Contact Person</u>
July, 2008	Repairs to Shippee Bridge No. 307	\$243,900.00	State of Rhode Island - DOT	William Smith
August, 2009	Dillions Corner Br. 481, Point Judith Br. 482, Peacedale Br. 178 RI Contract No. 2009-CB-087	\$6,606,980.00	State of Rhode Island - DOT	Frank Corrao III, P.E.
May, 2010	Emergency Repairs to Yawgoo Valley Road RI Contract No. 2010-DF-010	\$197500.00	State of Rhode Island - DOT	Frank Corrao III, P.E.
June, 2010	Emergency Repairs to Old Usquepaugh Road RI Contract No. 2010-DF-027	\$125000.00	State of Rhode Island - DOT	Frank Corrao III, P.E.
September, 2011	Emergency Repairs to 286 Washington Street Culvert RI Contract No. 2011-CH-104	\$37,250.00	State of Rhode Island - DOT	



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

Certification Number: **12113114350**

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

John Rocchio Corporation

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

February 24, 1994

Effective

February 24, 1994

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

SIGNED AND SEALED ON

Monday, November 19, 2012

Secretary of State

Authorized Agent





James R. Langevin, Secretary of State

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

Platinum, Inc.

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

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

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

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

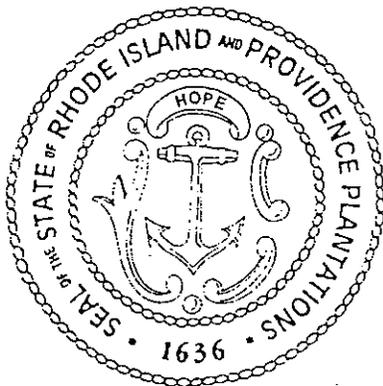
SIGNED AND SEALED this
twenty-fifth day of February, A.D.,
1997.

James R. Langevin

Secretary of State

BY *Debra Antonelli*

Duly Authorized Agent
Secretary of State
Corporations Division





State of Rhode Island and Providence Plantations

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

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

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

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

Platinum Industries, Inc.

FIRST: The name of the corporation is

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

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

[Insert Amendment(s)]

First be changed as follows:

The name of the corporation is: John Rocchio Corporation

FILED

FEB 19 1997

By CC#63 179734

FEB 19 1 52 PM '97

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SECRETARY OF STATE
GOVERNMENT BLDG

THIRD: The number of shares of the corporation outstanding at the time of such adoption was; and the number of shares entitled to vote thereon was400.....

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

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

FIFTH: The number of shares voted for such amendment was; and the number of shares voted against such amendment was200.....

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

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

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

none

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

none

Dated Feb. 10, 1997

..... Platinum Industries, Inc.
By Quane M. Rocchio
Its President or Vice President
and Quane M. Rocchio
Its Secretary or ~~Assistant Secretary~~

STATE OF RHODE ISLAND

COUNTY OF Providence

} Sc.

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

Kathy A. James
Notary Public
my commission expires: 6/26/97

(NOTARIAL SEAL)

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

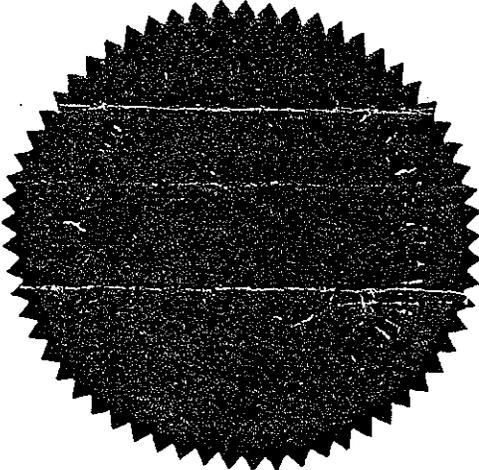
Platinum Industries, Inc.

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

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

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

Maureen Ewing
Acting Deputy Secretary of State



State of Rhode Island and Providence Plantations

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF**

Platinum, Inc.
.....

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

FIRST: The name of the corporation is

.....Platinum, Inc.

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

[Insert Amendment(s)]

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

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

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

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

FIFTH: The number of shares voted for such amendment was.....200.....; and the number of shares voted against such amendment was.....0.....

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

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

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

none

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

none

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

Platinum, Inc.

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

STATE OF RHODE ISLAND

COUNTY OF Providence

} Sc.

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

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

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

President of Platinum, Inc.

the he/she signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Kathy A. Jones

Notary Public

(NOTARIAL SEAL)

Corp. I.D. # _____

State of Rhode Island and Providence Plantations
BUSINESS CORPORATION

DUPLICATE ORIGINAL ARTICLES OF INCORPORATION

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

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

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

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

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

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

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

- (a) To have perpetual succession by its corporate name unless a limited period of duration is stated in its articles of incorporation.
- (b) To sue and be sued, complain and defend, in its corporate name.
- (c) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.
- (d) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.
- (e) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
- (f) To lend money and to use its credit to assist its employees.
- (g) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.
- (h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.
- (i) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (j) To conduct its business, carry on its operations, and have offices and exercise the powers granted by this chapter, within or without this state.
- (k) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensation.
- (l) To make and alter by-laws, not inconsistent with its articles of incorporation or with the laws of this state, for the administration and regulation of the affairs of the corporation.
- (m) To make donations for the public welfare or for charitable, scientific or educational purposes.
- (n) To transact any lawful business which the board of directors shall find will be in aid of governmental authority.
- (o) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees.
- (p) To provide insurance for its benefit on the life of any of its directors, officers, or employees, or on the life of any stockholder for the purpose of acquiring at his death shares of its stock owned by such stockholder.
- (q) To be a promoter, partner, member, associate, or manager of any partnership, enterprise or venture.
- (r) To have and exercise all powers necessary or convenient to effect its purposes.

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

six hundred (600)

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

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

no par value

or

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

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

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

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

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

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

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

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

NINTH. The name and address of each incorporator is:

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

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

Dated February 23, 1994

Handwritten signature of Paul A. Sassi

NOTES TO MYSELF

ERRANDS TO RUN

PHONE CALLS

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

Paul A. Sassi

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

Marin C. Palestro
Notary Public

notary public
8/10/95

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

Platinum, Inc.

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

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

WITNESS my hand and the seal of the State of
Rhode Island this twenty-fourth
day of February, 1994
Andrea Totolo
Acting Deputy Secretary of State



FEB 24 1994

AMT#29
116068

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

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

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

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

[Insert Amendment(s)]

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

RECEIVED
 SECRETARY OF STATE
 CORPORATIONS DIV.
 JUN 27 12 18 PM '94

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

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

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

200

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

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

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

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

none

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

none

Dated July 20, 19 o/a

Platinum, Inc.

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