

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7533367  
**Bid/RFP Title:** UTILITY UPGRADES TO FISHERMAN'S MEMORIAL STATE PARK - (10 PGS & ZIP FILE)

**Opening Date & Time:** 12/9/2013 10:30 AM

**RIVIP Vendor ID #:** 33469

**Vendor Name:** Rosciti Construction Company, LLC

**Address:** 44 Maria Avenue  
Johnston , RI 02919  
USA

**Telephone:** 401-351-6681

**Fax:** 401-351-5555

**E-Mail:** est@rosciti.com

**Contact Person:** Henry Rosciti

**Title:** President

**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

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

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

**SECTION 2 – REQUIREMENTS**

**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**

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**Bid/RFP Title:** UTILITY UPGRADES TO FISHERMAN'S MEMORIAL STATE PARK - (10 PGS & ZIP FILE)

**Opening Date & Time:** 12/2/2013 10:00 AM

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**Vendor Name:** Rosciti Construction Company, LLC  
**Address:** 44 Maria Avenue  
Johnston , RI 02919  
USA

**Telephone:** 401-351-6681  
**Fax:** 401-351-5555  
**E-Mail:** est@rosciti.com  
**Contact Person:** Henry Rosciti  
**Title:** President  
**R.I. Foreign Corp #:**

**REVISED NOTICE TO VENDORS**

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

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

**SECTION 2 – REQUIREMENTS**

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Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

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

### **SECTION 3 - AWARD DETERMINATION**

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

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

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

### **SECTION 4 – CONTRACT PROVISIONS**

4.1. VENDOR AUTHORIZATION TO PROCEED.

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

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

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

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

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

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

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

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

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

## SECTION 5 – CERTIFICATIONS AND DISCLOSURES

### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

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

Indicate Yes (Y) or No (N):

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

Y 11. **NEW REVISED REQUIREMENT\* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all *public works project* related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

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

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

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

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

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

Date 12-9-13

HENRY ROSCITI - PRESIDENT  
Name and Title of company official signing offer

Print

**SECTION 00310  
BID PROPOSAL  
BID PROPOSAL - GENERAL BIDS**

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

The undersigned proposes to furnish all labor and materials required for Upgrades to Fisherman's Memorial State Park, Narragansett, 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: 11-20-13  
 This bid includes Addenda numbered: 2 and dated: 11-25-13

**B. BASE BID**

Total proposed Base Bid Price and including the Owner controlled contingency is:  
TWO MILLION SEVENTEEN THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS + NO CENTS DOLLARS (\$2,017,463.00)  
 (Price in Words) (Numbers)

**BASE BID BREAKDOWN:**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	In dollars and cents	
				UNIT PRICE	AMOUNT BID
1	Mobilization and Demobilization	Lump Sum	1	<u>\$50,000.00</u>	<u>\$50,000.00</u>
2	Electrical System Utility Work	Lump Sum	1	<u>\$649,963.00</u>	<u>\$649,963.00</u>
3	Water Distribution System Utility Work	Lump Sum	1	<u>\$536,000.00</u>	<u>\$536,000.00</u>
4	Sanitary Sewer System Utility Work	Lump Sum	1	<u>\$474,000.00</u>	<u>\$474,000.00</u>
5	Excavation of Boulders and Unanticipated Obstructions for Surface Excavations	Cubic Yard	20	<u>\$100.00</u>	<u>\$100.00</u>
6	All Remaining Work	Lump Sum	1	<u>\$280,500.00</u>	<u>\$280,500.00</u>
7	Allowance National Grid	Lump Sum	1	\$25,000	\$25,000

**Total of Base Bid Breakdown**

\$2,017,463.00

NOTE: The sum of the price of all 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: ONE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED SIXTY THREE DOLLARS + NO CENTS DOLLARS \$1,284,763.00  
 (Price in words) (Price in Numbers)

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

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
<u>SEWER + WATER</u>	<u>WALLACE CONSTRUCTION</u>	<u>\$ 240,000.00</u>
<u>PAVING</u>	<u>PAWTUCKET HOT MIX ASPHALT INC.</u>	<u>\$ 250,000.00</u>
<u>ELECTRIC</u>	<u>J+J CONTRACTORS LLC.</u>	<u>\$ 242,700.00</u>

TOTAL OF ITEM NO. 2: SEVEN HUNDRED THIRTY TWO THOUSAND \$ 732,700.00  
SEVEN HUNDRED DOLLARS + NO CENTS (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) PARTNERSHIP (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.

- The undersigned has been in business as a General Contractor under present business name for 7 years.
- 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
<u>1. PROV. WATER-C-4</u>	<u>2-27-13</u>	<u>O'Brien + GEERE McQUIRE</u>	<u>\$ 2 million</u>
<u>2. PAWT. WATER-MR-7</u>	<u>7-12</u>	<u>OWNER</u>	<u>\$ 3,027,277.00</u>
<u>3. PAWFIOD PIKE SEWER</u>	<u>6-6-6</u>	<u>STATEC / DUFRESNE</u>	<u>\$ 1,266,575.00</u>
<u>4. MEMORIAL PIKE SEWER</u>	<u>6-25-09</u>	<u>GEREMIA + ASSOC.</u>	<u>\$ 2,169,407.30</u>
<u>5. 195 RELOCATION NAT GRID</u>	<u>5-13</u>	<u>NATIONAL GRID</u>	<u>\$ 1,100,000.00</u>

- 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	CONTRACT
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				PERSON	PRICE
1.					\$
2.	BIDOT TYPE II EMERGENCY REPAIR W WARWICK	8-17-07	BIDOT	RICK TAIBOT 822-2378	\$ 30,000.00
3.					\$
4.	STATEWIDE DRAINAGE IMPROVEMENT 2009	4-09	BIDOT	DANIEL SOCREE	\$ 237,991.10
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

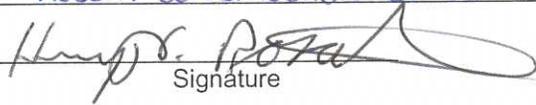
In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: 29933

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

DATE: 12-9-13

BIDDER: ROSCITI CONSTRUCTION CO. LLC.

BY:   
 Signature

HENRY ROSCITI PRESIDENT  
 Printed Name Title

BUSINESS ADDRESS: 44 MARIA AVE  
JOHNSTON RI. 02919

TELEPHONE NUMBER: (401) 351-6681

FEIN NO.: 20-4085595

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

SECTION 00610  
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Rosciti Construction Co., LLC

That we, Endurance American Insurance Company as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the State of Rhode Island, as Oblige, in the sum of FIVE PERCENT OF AMOUNT BID 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 Upgrades to Fisherman's Memorial State Park, Narragansett, 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 2nd day of December 2013.

WITNESS: Rosciti Construction Co., LLC  
(Principal)

By:   
Name & Title  
(Affix Corporate Seal)

Endurance American Insurance Company  
(Surety)

By:   
Attorney-in-fact Mark D. Leskanic  
(Affix Corporate Seal Here)

FEIN No. 204085595  
(Attach Power of Attorney to this Bond)

POWER OF ATTORNEY

*Know all Men by these Presents*, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

MARK D. LESKANIC, OSCAR B. JOHNSON, NEWTON S. JOHNSON

its true and lawful Attorney(s)-in-fact, at WALTHAM in the State of MA and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary. 1

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21<sup>st</sup> day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21<sup>st</sup> day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21<sup>st</sup> day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Timer where said attorney(s)-in-fact is authorized to act.) NOVEMBER 24TH, 2014.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 25TH day of NOVEMBER, 2013 at New York, New York.  
(Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

ATTEST .....  
Alfred N. Wright, Vice President

By .....  
Ronald Diggs, Vice President

STATE OF NEW YORK ss: WHITE PLAINS  
COUNTY OF NEW YORK

On the 25TH day of NOVEMBER, 2013 before me personally came RONALD DIGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in HELLETTOWN, PENNSYLVANIA that (s)he is a VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order.  
(Notarial Seal)

.....  
Alicia Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF CALIFORNIA ss: WHITE PLAINS  
COUNTY OF LOS ANGELES

I, Joseph C. O'Donnell, the EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21<sup>st</sup> day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

ALFRED N. WRIGHT, RONALD DIGGS

And

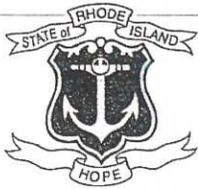
RESOLVED FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2<sup>nd</sup> day of December, 2013.

(Corporate Seal)

.....  
Joseph C. O'Donnell, Executive Vice President.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

*Office of the Secretary of State*

**Matthew A. Brown**

*Secretary of State*

**CERTIFICATE OF ORGANIZATION  
OF**

**Rosciti Construction Company, LLC**

I, MATTHEW BROWN, Secretary of State of the State of Rhode Island and Providence Plantations, hereby certify that Articles of Organization for the formation of a limited liability company of

**Rosciti Construction Company, LLC**

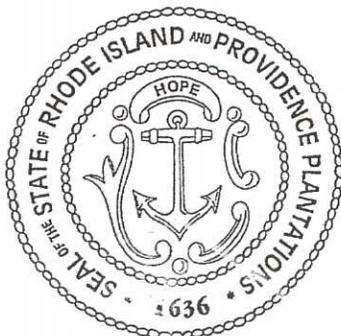
duly executed pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, have been filed in this office on this day, with an effective date of January 6, 2006..

WITNESS my hand and the seal of the State of Rhode Island and Providence Plantations this 6<sup>th</sup> day of January, 2006.

*Matthew Brown*

**Secretary of State**

By *Kathleen Mc Carthy*



Filing Fee: \$150.00

ID Number: \_\_\_\_\_



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
148 W. River Street  
Providence, Rhode Island 02904-2615

06 JAN -6 AM 8:42  
SECRETARY OF STATE  
CORPORATIONS DIVISION

**LIMITED LIABILITY COMPANY**

**ARTICLES OF ORGANIZATION**

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:

Rosciti Construction Company, LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

One Park Row, Suite 300

Providence

, RI 02903

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

and the name of the resident agent at such address is Robert B. Berkelhammer

(Name of Agent)

3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

*(Check one box only)*

a partnership

*or*

a corporation

*or*

disregarded as an entity separate from its member

4. The address of the principal office of the limited liability company if it is determined at the time of organization:

123 King Philip Street, Johnston, RI 02919

*(If not determined, so state)*

5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

**FILED**

JAN 06 2006

By KMC

886234

6. Additional provisions, if any, not inconsistent with law, which the members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

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7. Management of the Limited Liability Company:

A. The limited liability company is to be managed  by its members. *(If you have checked this box, go to item no. 8.)*

or

B. The limited liability company is to be managed  by one (1) or more managers. *(If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)*

Manager

Address

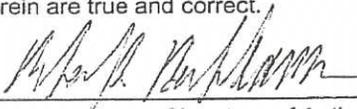
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8. The date these Articles of Organization are to become effective, if later than the date of filing, is:

\_\_\_\_\_  
(not prior to, nor more than 30 days after, the filing of these Articles of Organization)

Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: January 6, 2006

  
\_\_\_\_\_  
Signature of Authorized Person



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

*Office of the Secretary of State*

**Matthew A. Brown**  
*Secretary of State*

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

***Rosciti Construction Company, LLC***

*a Rhode Island limited liability company, filed articles of organization in this office on the 6<sup>th</sup> day of January, 2006; and*

*IT IS FURTHER CERTIFIED that as of this date said limited liability company 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 this eighteenth  
day of July, A.D. 2006.

*Matthew Brown*

Secretary of State

BY *Debra Antonelli*



OPERATING AGREEMENT OF  
ROSCITI CONSTRUCTION COMPANY, LLC

THIS AGREEMENT, made and adopted as of January 6, 2006 (the "Agreement"), by and between HENRY V. ROSCITI and ANTHONY F. ROSCITI, and such other persons who from time to time may become Members of the Company (as herein defined) in accordance with law or the terms hereof (hereinafter collectively referred to as the "Members" and individually as a "Member").

RECITALS

WHEREAS, ROSCITI CONSTRUCTION COMPANY, LLC (the "Company") was formed on January 6, 2006, as a limited liability company pursuant to the provisions of the Rhode Island Limited Liability Company Act, Chapter 7-16 of the General Laws of Rhode Island (the "Act"); and

WHEREAS, the Members desire to adopt this Agreement for the operation and management of the Company;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, the Members hereby agree as follows:

ARTICLE I

FORMATION AND MEMBERSHIP

SECTION 1.01. Formation. The Company has been organized as a limited liability company pursuant to the Act. The Act shall govern the rights and liabilities of the parties hereto except as otherwise expressly stated.

SECTION 1.02. Membership Interests. The ownership interests in the Company (the "Membership Interests") initially shall be owned by the Members in the following percentages:

Henry V. Rosciti:	50%
Anthony F. Rosciti:	50%

## ARTICLE II

### OFFICES, NAME, ETC.

SECTION 2.01. Principal Office. The principal office of the Company shall be 123 King Philip Street, Johnston, Rhode Island 02919, or such other place within or without the State of Rhode Island as may be determined from time to time by the Members.

## ARTICLE III

### PURPOSES, POWERS, AND AUTHORIZED ACTS

SECTION 3.01. Purpose. The purpose of the Company is (1) to engage in the construction business; and (2) to engage in any business permitted under the Act that the Members shall deem desirable or expedient.

SECTION 3.02. Powers. In furtherance of the purposes of the Company as set forth in Section 3.01 and in addition to those powers provided in the act, the Company hereby has the additional power and authority to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act.

## ARTICLE IV

### MEMBERS AND THEIR CONTRIBUTIONS AND LOANS

SECTION 4.01. Capital Contributions. An individual capital account shall be maintained for each Member. The capital interest of each Member shall be determined by the amount of its capital account. The capital account shall consist of the Member's original contribution of capital, increased by additional capital contributions, if any, and by that portion of the Member's share of the net profits of the Company and the amount of any Company liabilities that are assumed by the Member or that are secured by any Company assets distributed to the Member, and decreased by distributions from the Member's capital account and by the Member's share of the net losses of the Company and the amount of any liabilities of the Member that are assumed by the Company or that are secured by any property contributed by the Member to the Company.

The Members shall not be obligated to make additional capital contributions to the Company unless the Members unanimously agree in writing to make such additional capital contributions, and, if such additional capital contributions are required, each Member shall be obligated to contribute in proportion to their original capital contributions the total required additional capital contributions.

SECTION 4.02. Loans. The Members shall not make loans to the Company unless the Members unanimously agree in writing to make such loans.

SECTION 4.03. Additional Members. Additional Members may only be admitted with the prior written approval of all of the existing Members. Such additional Members shall

execute and acknowledge a counterpart to this Agreement or shall otherwise evidence in writing their agreement to be bound by the terms hereof in such manner as the Members shall determine.

SECTION 4.04. Liability of Members. No Member shall be liable for the obligations of the Company solely by reason of being a Member. No Member shall be required to make any contributions to the capital of the Company other than as provided in this Article IV.

SECTION 4.05. Withdrawal of Members. No Member shall have the right to withdraw from the Company or to demand a return of its capital interest at any time except upon termination and dissolution of the Company, unless agreed to by the unanimous written consent of the other Members.

## ARTICLE V

### MEMBERS

SECTION 5.01. Management by Members. The business and affairs of the Company shall be managed by the Members.

SECTION 5.02. Annual Meeting. The annual meeting of the Members shall be held on the first Tuesday in the month of April in each year, beginning with the year 2007, at the hour of 10 o'clock a.m., for the purpose of transacting such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Rhode Island, such meeting shall be held on the next succeeding business day.

SECTION 5.03. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed, shall be called at the request of any Member.

SECTION 5.04. Place of Meeting. The Members may designate any place, either within or without the State of Rhode Island, as the place of meeting for any annual or special meeting of Members called. A waiver of notice signed by all Members may designate any place, either within or without the State of Rhode Island, as the place for holding such meeting. If no designation is made for a special or annual meeting, the place of meeting shall be the principal office of the Company in the State of Rhode Island.

SECTION 5.05. Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the limited liability company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 5.06. Voting Rights of Members. The Members shall be entitled to vote in proportion to their Membership Interests.

SECTION 5.07. Manner of Acting. The affirmative vote of Members entitled to vote, representing a majority of the Membership Interests shall be required to take action.

SECTION 5.08. Action by Members Without a Meeting. Any action required or permitted to be taken by the Members may be taken without a meeting if all the Members consent thereto in writing.

## ARTICLE VI

### OFFICERS

SECTION 6.01. Number. The officers of the Company shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Members may appoint from time to time, each of whom shall be elected by the Members. Any two or more offices may be held by the same person.

SECTION 6.02. Election and Term of Office. The officers of the Company shall be elected annually by the Members and each officer, unless sooner removed pursuant to the provisions of this Operating Agreement, shall hold office until his successor shall have been duly elected and qualified, or until his death, or until he shall resign.

SECTION 6.03. Removal. Any officer may be removed by the Members with or without cause at any time.

SECTION 6.04. President. The President shall be the chief executive officer of the Company subject to the control of the Members. He or she shall sign, with the Treasurer, certificates of ownership of the Company. He or she shall sign any deeds, mortgages, bonds, contracts, or other instruments which the Members have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Members or by this Operating Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties

incident to the office of President and such other duties as may be prescribed by the Members from time to time.

SECTION 6.05. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall in general perform all duties incident to the office of the Vice President and such other duties as may be prescribed by the President or the Members from time to time.

SECTION 6.06. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law; (c) be custodian of the Company's records and of the seal of the Company and see that the seal of the Company is affixed to all documents the execution of which on behalf of the Company under its seal is duly authorized; (d) keep a register of the address of each Member which shall be furnished to the Secretary by each Member; (e) have general charge of the ownership transfer books of the Company; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Members.

SECTION 6.07. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; (b) receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Members of the Company; (c) sign with the President certificates of

ownership of the Company, the issuance of which shall have been authorized by resolution of the Members; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Members. If required by the Members, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Members shall determine.

SECTION 6.08. Limitation of Authority. No officer or group of officers shall under any circumstances be authorized to exercise any power or perform any function which shall be deemed to vest continuing exclusive authority to make management decisions necessary to conduct the business of the Company in any of said officer or officers, and such powers and functions, in all events, vesting solely in the Members.

## ARTICLE VII

### ALLOCATIONS

SECTION 7.01. Allocation of Profit or Loss.

(a) The terms "net profits" and "net losses" as used in this Agreement shall mean the Company's taxable income or taxable loss for each fiscal year, determined in accordance with Section 703(a) of the Internal Revenue Code of 1986, as amended from time to time (the "Code") (but including in taxable income or taxable loss, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments:

- (i) Any income of the Company exempt from federal income tax and not otherwise taken into account in computing "net profits" or "net losses" pursuant to this definition shall be added to such taxable income or loss;
- (ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing "net profits" or "net losses" pursuant to this definition shall be subtracted from such taxable income or loss; and
- (iii) If any Company asset is disposed of or distributed to any Member, the excess of the gross fair market value of such asset on the date of disposition or distribution over either its adjusted basis in the event the asset was not contributed to the Company by a Member, or, if the asset was contributed to the Company by a Member, its gross fair market value on the date of such contribution less any book depreciation as defined in Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3), shall be taken into account as gain or loss from the disposition of such asset for purposes of computing "net profits" or "net losses".

(b) The net profits or net losses for each fiscal year of the Company shall be allocated to the Members in proportion to their Membership Interests.

ARTICLE VIII

DISTRIBUTIONS

SECTION 8.01. Distribution of Company Funds. After providing for the payment of any amounts due on the indebtedness of the Company and providing for a reasonable reserve for the payment of expenses of the Company, any remaining cash funds of the Company shall be distributed or advanced to the Members in proportion to their Membership Interests.

ARTICLE IX

ASSIGNABILITY OF MEMBERSHIP INTERESTS

SECTION 9.01. General Limitations on Transfers. Except as hereinafter provided, each Member agrees not to transfer his or her Membership Interest (other than to another Member or to a descendant of a Member) which it may now or hereafter own or control except for bona fide monetary consideration arrived at as a result of genuine arm's length negotiations, and then only after compliance with the provisions of this Agreement, and it is expressly understood and provided that any transfer of any shares made in conflict with or in derogation of any of the terms, provisions, or conditions of this Agreement shall be of no legal force and effect or validity whatsoever.

SECTION 9.02. Transfers to Outsiders.

(a) If a Member (hereinafter for purposes of this Section 9.02 referred to as the "Offeror") shall receive a bona fide, arm's length offer from an outsider to purchase the interest owned by him or her and wishes to accept such offer, he or she shall first serve written

notice (hereinafter, a "Transfer Notice") on the other Member and the Company setting forth and including the following information:

- (i) The intention of the Offeror to sell such interest;
- (ii) The name and address of the outsider offering to purchase such interest;
- (iii) The true amount of the consideration offered by the outsider for such interest and the terms and conditions of such offer;
- (iv) A photocopy of any written offer and all correspondence and other documents relating to the proposed sale of such interest to or from the outsider in question.

The delivery of a Transfer Notice to a Member and the Company shall constitute an offer by the Offeror to sell such interest to the Company at the same price and on the same terms and conditions as those offered by such outsider.

(b) The Company shall have the option to purchase the interest offered for sale in the Transfer Notice by serving notice (hereafter an "Exercise Notice") on the Offeror within sixty (60) days after the date of service of the Transfer Notice.

(c) Whenever under the provisions of this Section the Company shall have an option to purchase a Member's interest, the Offeror shall not be entitled to vote as a Member regarding the exercise thereof, and the determination of whether the Company shall exercise such option shall be made by a majority of the remaining Members.

(d) Each Exercise Notice shall be accompanied by payment for the interest being purchased in the form called for in the Transfer Notice. Upon receipt thereof, the Offeror shall deliver to the Company an assignment of the interest.

(e) If the Company shall not have exercised its option to purchase the interest specified in the Transfer Notice within the applicable option periods described above, then the Offeror shall be entitled to accept the offer of the outsider named in the Transfer Notice with respect to said interest and to consummate the resulting transaction upon the terms and conditions set forth in the Transfer Notice at any time within thirty (30) days immediately following the expiration of said option periods. If the Offeror fails to consummate the sale to such outsider within said thirty (30) days, he or she shall be entitled to sell the interest to an outsider only by again complying with the provisions of this Section.

(f) It shall be a condition to any sale of an interest to an outsider that, prior to such sale, the outsider shall become a party to this Agreement (as amended from time to time) by executing a counterpart thereof and shall thereby succeed to all of the rights and obligations of the Member from whom the outsider purchased the interest. However, any such outsider shall, by acceptance of such interest, be bound by all of the terms and provision of this Agreement applicable to a Member whether or not he executes a counterpart thereof. It also shall be a condition to any sale of an interest to an outsider pursuant to this Section that if any owner or officer of the Offeror be an officer of the Company, such owner or officer of the Offeror shall deliver to the Company his or her written resignation as such officer.

#### ARTICLE X

## FISCAL YEAR, ACCOUNTING, INSPECTION OF BOOKS

SECTION 10.01. Fiscal Year and Accounting. Except as from time to time otherwise approved in writing by all of the Members, the fiscal year of the Company shall be the calendar year. The books of the Company shall be kept on such method as all of the Members shall from time to time determine to be consistent with generally accepted accounting principles.

SECTION 10.02. Inspection of Books. The books of the Company shall at all times be available for inspection and audit by any Member (but not by any assignee who is not a Member) at the Company's principal place of business during business hours. The Company shall timely furnish each Member with all necessary tax reporting information as to the Member's interest in the Company, with an annual balance sheet and profit and loss statement and with a cash flow statement showing any distributions made to the Members.

## ARTICLE XI

### DISSOLUTION

SECTION 11.01. Events of Dissolution. The Company shall be dissolved only upon the occurrence of any one of the following events:

- (a) All of the Members unanimously approve in writing the termination and dissolution of the Company; or;
- (b) The death, retirement, resignation, withdrawal, expulsion or bankruptcy of any Member or the occurrence of any other event which terminates the Member's interest in the Company, whether or not in violation of

this Agreement, unless the remaining Members unanimously agree in writing to the continuation of the business of the Company within 90 days of the occurrence of such event.

Notwithstanding the dissolution of the Company, the business of the Company shall continue to be governed by this Agreement until the winding up of the Company occurs.

SECTION 11.02. Distribution Upon Dissolution. Upon dissolution, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company's assets) shall be distributed to the Members in accordance with their capital account balances, after giving effect to all contributions, distributions and allocations for all periods. If any assets of the Company are to be distributed in kind, any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled.

The Company shall terminate when all property has been distributed among the Members. Upon such termination, the Member shall execute and cause to be filed a certificate of dissolution of the Company and any and all other documents necessary in connection with the termination of the Company.

## ARTICLE XII

### GENERAL PROVISIONS

SECTION 12.01. Complete Agreement; Modification. This Agreement contains a complete statement of all the agreements among the parties with respect to the Company.

There are no representations, agreements, arrangements or undertakings, oral or written, between or among the parties to this Agreement relating to the subject matter of this Agreement which are not fully expressed in this Agreement. This Agreement may be amended or modified only with the unanimous written consent of the Members.

SECTION 12.02. Governing Law; Severability. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Rhode Island, and this Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of such State. If any provisions of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 12.03. Notice. All notices, requests, consents and statements hereunder shall be deemed to have been properly given if mailed from within the United States by prepaid registered mail, return receipt requested, if sent by a nationally-recognized commercial courier service with all delivery charges and fees prepaid, if sent by electronic facsimile with the automatic generation of a contemporaneous notice of transmittal, or if sent by prepaid telegram, addressed or sent in each case if to the Company at its principal place of business and, if to any Member, to the address set forth herein, or to such other address or addresses as any such Member shall have theretofore designated in writing to the Company.

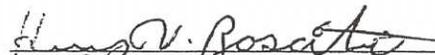
SECTION 12.04. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

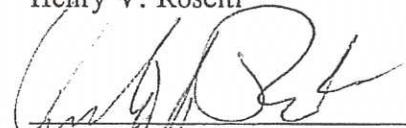
SECTION 12.05. Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

SECTION 12.06. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, successors, assigns and legal representatives.

SECTION 12.07. Counterparts. This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

IN WITNESS WHEREOF, all of the Members have affixed their signatures as of the day first above written.

  
Henry V. Rosciti

  
Anthony F. Rosciti

FILED

JUL 21 2006

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

THE COMMONWEALTH OF MASSACHUSETTS  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

APPLICATION OF ROSCITI CONSTRUCTION COMPANY, LLC FOR  
REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY  
(General Laws, Chapter 156(C) §48)

ARTICLE I

The Federal Employer Identification Number of Rosciti Construction Company, LLC is:  
20-4085595

ARTICLE II

The exact name of the limited liability company:

Rosciti Construction Company, LLC

ARTICLE III

The company's jurisdiction and date of organization:

Organized in Rhode Island on January 6, 2006

ARTICLE IV

The purpose of the limited liability company is to engage in the following business activities:

To engage in the construction business and any business permitted under the Act that the Members shall deem desirable or expedient.

ARTICLE V

The business address of the limited liability company's principal office:

123 King Philip Street  
Johnston, Rhode Island 02919

ARTICLE VI

The name and business address of the agent for service of process:

CT Corporation  
101 Federal Street, Suite 300  
Boston, Massachusetts 02110

ARTICLE VII

The limited liability company is to be managed by its members.

ARTICLE VIII

The limited liability company does not have a principal office in the Commonwealth of Massachusetts

IN WITNESS WHEREOF, I do hereby sign this Certificate of Organization as an authorized person on this 19<sup>th</sup> day of July, 2006.



Robert B. Berkelhammer

16384

THE COMMONWEALTH OF MASSACHUSETTS  
REISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY  
General Laws, Chapter 156(C) §48

I hereby certify that, upon examination of this Registration as a Foreign Limited Liability Company, duly submitted to me, it appears that the provisions of the General Laws relative to the registration of limited liability companies have been complied with, and I hereby approve said registration; and the filing fee in the amount of \$500.00 having been paid, said registration is deemed to have been filed with me this \_\_\_ day of July, 2006.

Effective date: William Francis Galvin

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

TO BE FILLED IN BY LIMITED LIABILITY COMPANY  
Photocopy of document to be sent to:

ROBERT B. BERKELHAMMER, ESQ.  
CHACE RUTTENBERG & FREEDMAN, LLP  
ONE PARK ROW - SUITE 300  
PROVIDENCE, RI 02903

Telephone: (401) 453-6400