U.S. Department of Justice

United States Attorney's Office
District of Rhode Island

One Financial Plaza, 17th Floor
Providence, Rhode Island 02903

(401) 709-5000
FAX (401) 709-5001

September 20, 2022

Michael J. Connolly and Michelle Peirce
Hinckley Allen
28 State Street
Boston, MA 02109

Re: Barletta Heavy Division, Inc.

Dear Mr. Connolly and Ms. Peirce:

The United States Attorney's Office for the District of Rhode Island (the "Government") and Barletta Heavy Division, Inc. ("Barletta" or the "Company"), pursuant to authority granted by Barletta's Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). Barletta agrees to certain terms and obligations as set forth below.

1. The Government enters into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

(a) The nature and seriousness of the offense conduct, which involved a series of false statements in the summer of 2020 regarding the Reconstruction of Route 6/10 Interchange ("the Project"). The false statements were made to Federal Highway Administration ("FHWA") officials as well as to the Rhode Island Department of Transportation ("RIDOT"), which has oversight and administration over the Project. The false statements were meant to conceal the fact that Barletta had imported regulated material in violation of the Soil and Materials Management Plan ("SMMP"), which is part of the contract governing the Project;

(b) Barletta did not voluntarily disclose to the Government the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts");

(c) Barletta received credit for its cooperation with the Government's investigation, which was, in large part, in response to the Government's requests, and included Barletta promptly collecting, organizing, and producing voluminous documents at the Government's request, assisting in making employees available to be interviewed, and making a factual presentation to the Government concerning the results of the Company's internal investigation;

(d) Barletta provided to the Government all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement of Facts;

(e) Barletta has no criminal history nor did the Government become aware through its investigation of similar misconduct;

(f) Upon learning about the conduct set forth in the attached Statement of Facts and the Department of Justice's separate criminal and civil investigations, Barletta engaged in extensive remedial measures, including enhancing its compliance program and internal controls designed to detect and deter false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental requirements in government contracting by, among other things:

i. removing and replacing the Project Superintendent on the Project and terminating his employment with the Company;

ii. seeking to hire an environmental compliance officer;

iii. establishing an environmental compliance committee to develop training materials regarding frequently encountered environmental compliance issues;

iv. developing an environmental checklist for all Company projects with input from outside counsel and environmental engineering firm;

v. hiring outside counsel to provide environmental compliance training in the third quarter of 2022 and thereafter on an annual basis; and

vi. enhancing the Company's anonymous hotline reporting by confirming that information about the hotline, which is administered by an outside firm, is posted at every project office and other locations used for posting, including those used by union and non-union employees.

(g) The Government determined that an independent compliance monitor was unnecessary, based on the following factors, among others: (i) the misconduct was limited in time and scope; (ii) the nature and status of Barletta's remedial improvements to its compliance program and internal controls; (iii) lack of similar misconduct; and (iv) Barletta's agreement to enhance its compliance program as set forth in Attachment B and report to the Government as set forth in Attachment C to this Agreement (Corporate Compliance Reporting);

(h) Barletta has agreed to continue to cooperate with the Government as set forth in Paragraph 5, below;

(i) Barletta has agreed to enter into a separate resolution with the U.S. Department of Justice's Civil Division relating to the conduct described in the Statement of Facts, under which Barletta will pay a civil settlement amount of $ 1,000,000; and

(j) Accordingly, after considering (a) through (i) above, the Government determined that the appropriate resolution in this case is a Non-Prosecution Agreement with the Company; and a Criminal Monetary Penalty in the total amount of $500,000, which reflects a fine at the high-end of the otherwise-applicable Sentencing Guidelines fine range; and the Company's agreement to meet with and report to the Government as set forth in Attachment C to this Agreement.

2. Barletta admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as set forth in the attached Statement of Facts, and that the facts described therein are true and accurate. Barletta also admits, accepts, and acknowledges that the facts described in the attached Statement of Facts constitute a violation of U.S. criminal law, specifically false statements in connection with Federal Highway Projects, in violation of Title 18, United States Code, Section 1020.

3. Barletta expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents, or any other persons authorized to speak for Barletta, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by Barletta set forth above or the facts described in the attached Statement of Facts. Barletta agrees that if it, or any of its direct or indirect subsidiaries or affiliates, issues a press release or holds any press conference in connection with this Agreement, Barletta shall first consult the Government to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters relating to this Agreement; and (b) whether the Government has any objection to the release.

4. Barletta's obligations under this Agreement shall have a term of three (3) years from the date on which the Agreement is executed (the "Term"). Barletta agrees, however, that, in the event the Government determines, in its sole discretion, that Barletta has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of its obligations under this Agreement, an extension or extensions of the Term may be imposed by the Government, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Government's right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirements in Attachment C, for an equivalent period. Conversely, in the event the Government finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment C, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

5. Barletta shall cooperate fully with the Government in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Government at any time during the Term, until the later of the date the Term ends or the date upon which all investigations and prosecutions arising out of such conduct are concluded. At the request of the Government, Barletta shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of Barletta, its subsidiaries or affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Government at any time during the Term. Barletta's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, Barletta must provide to the Government a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and Barletta shall have the burden of establishing the validity of any such assertion. Barletta agrees that its cooperation shall include, but not be limited to, the following:

(a) Upon request of the Government, Barletta shall truthfully and in a timely manner disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which Barletta has any knowledge or about which the Government may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of Barletta to promptly provide to the Government, upon request, any document, record or other tangible evidence about which the Government may inquire of Barletta.

(b) Upon request of the Government, Barletta shall designate knowledgeable employees, agents, or attorneys to provide to the Government the information and materials described above on behalf of Barletta. It is further understood that Barletta must at all times provide complete, truthful, and accurate information.

(c) Barletta shall use its best efforts to make available for interviews or testimony, as requested by the Government, present or former officers, directors, employees, agents, and consultants of Barletta. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this paragraph shall include identification of witnesses who, to the knowledge of Barletta, may have material information regarding the matters under investigation.

(d) With respect to any information, testimony, documents, records, or other tangible evidence provided to the Government pursuant to this Agreement, Barletta consents to any and all disclosures subject to applicable law and regulations, to other governmental authorities, including United States authorities, of such materials as the Government, in its sole discretion, shall deem appropriate.

(e) In addition, during the Term, should Barletta learn of any evidence or allegation of a violation of U.S. criminal law or the failure to adhere to statutory, regulatory and contractual environmental requirements in government contracting, Barletta shall promptly report such evidence or allegation to the Government. On the date that the Term expires, Barletta, by the Chief Executive Officer of the Company, will certify to the Government that Barletta has met its disclosure obligations pursuant to this Agreement consistent with Attachment D (Certification). Each certification will be deemed a material statement and representation by Barletta to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.

6. Barletta represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of U.S. criminal law and the failure to adhere to statutory, regulatory and contractual environmental requirements in government contracting throughout its operations, including with respect to its subsidiaries, affiliates, agents, and joint ventures, and those of its contractors and subcontractors, including, but not limited to, the minimum elements set forth in Attachment B (Corporate Compliance Program). In addition, Barletta agrees that it will report to the Government annually during the Term regarding remediation and implementation of the compliance measures described in Attachment B. These reports will be prepared in accordance with Attachment C (Corporate Compliance Reporting).

7. In order to address any deficiencies in its internal controls, policies, and procedures, Barletta represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal controls, policies, and procedures regarding compliance with U.S. criminal law or the failure to adhere to statutory, regulatory and contractual environmental requirements in connection with government contracting. Where necessary and appropriate, Barletta agrees to modify its compliance program in order to ensure that it maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures designed to effectively detect and deter violations of U.S. criminal law or the failure to adhere to statutory, regulatory and contractual environmental in connection with government contracting. The compliance program will include, but not be limited to, the minimum elements set forth in Attachment B.

8. Barletta agrees to pay a Criminal Monetary Penalty in the total amount of $500,000 to the United States Treasury no later than ten business days after the Agreement is fully executed. Barletta acknowledges that no tax deduction may be sought in connection with the payment of any part of this amount. The Government is not requiring Barletta to pay a Victim Compensation Payment as Barletta has agreed to a global resolution of its criminal and civil liability, entering into a separate civil settlement with the U.S. Attorney's Office for the District of Rhode Island which will make FHWA and RIDOT whole. Barletta shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty that Barletta pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Attachment A. Nothing in this Agreement, however, shall be deemed an agreement by the Government that the payment amount is the maximum penalty that may be imposed in any future prosecution, and the Government is not precluded from arguing in any future prosecution that the Court should impose any type of monetary penalty, including a criminal fine, restitution, disgorgement or civil or criminal forfeiture, and the amount of such monetary penalty.

9. The Government agrees, except as provided herein, that it will not bring any criminal case (except for any possible criminal tax violations, as to which the Government does not make any agreement) against Barletta or any of Barletta's present or former subsidiaries or affiliates relating to any of the conduct described in the attached Statement of Facts. To the extent there is conduct disclosed by Barletta that does not relate to any of the conduct described in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement. The Government, however, may use any information related to the conduct described in the attached Statement of Facts against Barletta: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by Barletta or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with Barletta, or any of its present or former parents or subsidiaries or affiliates.

10. If, during the Term, Barletta (a) commits any felony under U.S. criminal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement or maintain

a compliance program as set forth in this Agreement and Attachment B; or (e) otherwise fails specifically to perform or to fulfill completely each of Barletta's obligations under the Agreement, regardless of whether the Government becomes aware of such a breach after the Term is complete, Barletta and its subsidiaries and affiliates, shall thereafter be subject to prosecution for any federal criminal violation of which the Government has knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Government in the U.S. District Court for the District of Rhode Island or any other appropriate venue. Determination of whether Barletta has breached the Agreement and whether to pursue prosecution of Barletta shall be in the Government's sole discretion. Any such prosecution may be premised on information provided by Barletta or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Government prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Barletta or its subsidiaries or affiliates, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, Barletta agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, Barletta agrees that the statute of limitations as to any violation of U.S. criminal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Government is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

11. In the event the Government determines that Barletta has breached this Agreement, the Government agrees to provide Barletta with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, Barletta shall have the opportunity to respond to the Government in writing to explain the nature and circumstances of such breach, as well as the actions Barletta has taken to address and remediate the situation, which explanation the Government shall consider in determining whether to pursue prosecution of Barletta or its subsidiaries or affiliates.

12. In the event that the Government determines that Barletta has breached this Agreement: (a) all statements made by or on behalf of Barletta, or its subsidiaries and affiliates to the Government or to the Court, including the attached Statement of Facts, and any testimony given by Barletta, or its subsidiaries or affiliates before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads or evidence derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Government against Barletta, or its subsidiaries or affiliates; and (b) Barletta, or its subsidiaries or affiliates shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of Barletta, or its subsidiaries or affiliates prior or subsequent to this Agreement, or any leads or evidence derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, Barletta, or its subsidiaries or affiliates, will be imputed to Barletta for the purpose of determining whether Barletta has violated any provision of this Agreement shall be in the sole discretion of the Government.

13. Except as may otherwise be agreed by the parties in connection with a particular transaction, Barletta agrees that in the event that, during the Term it undertakes a change in corporate form, including if it sells, merges, or transfers business operations as they exist as of the date of this Agreement, whether such change is structured as a sale, asset sale, merger, transfer, or other change in corporate form Barletta shall include in any contract for such change, including any such sale, merger, transfer, or other change in corporate form, a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. Barletta shall obtain approval from the Government at least thirty days prior to undertaking any such sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Government an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement. If such transaction (or series of transactions) has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Government, it shall be deemed a breach of this Agreement.

14. This Agreement is binding on Barletta and the Government but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Government will bring the cooperation of Barletta and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by Barletta. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its present or former parents or subsidiaries.

15. It is further understood that Barletta and the Government may disclose this Agreement to the public.

16. This Agreement sets forth all the terms of the agreement between Barletta and the Government. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Government, the attorneys for Barletta, and duly authorized representatives of Barletta.

Sincerely,

UNITED STATES OF AMERICA
By its Attorney,

ZACHARY A. CUNHA
United States Attorney

DATE: 10/18/2022 BY: ______________________
DULCE DONOVAN
Assistant U.S. Attorney
U.S. Attorney's Office
One Financial Plaza, 17th Floor
Providence, RI 02903

AGREED AND CONSENTED TO:

BARLETTA HEAVY DIVISION

DATE: 9/23/2022 BY: ______________________
VINCENT BARLETTA
President and Treasurer

DATE: 9/23/2022 BY: ______________________
MICHAEL J. CONNOLLY
MICHELLE PEIRCE
Hinckley Allen
Outside Counsel for Barletta Heavy
Division, Inc.

ATTACHMENT A

STATEMENT OF FACTS

The investigation by the Government to date has determined the facts set forth below. Barletta Heavy Division, Inc. accepts that it is responsible for its acts as described herein.

1. At all times relevant to this investigation, Barletta Heavy Division, Inc. was in the construction business.

6/10 Interchange Project

2. On December 19, 2017, the Rhode Island Department of Administration (RIDOA) awarded the contract for the completion of the Reconstruction of Route 6/10 Interchange (the Project) to the 6/10 Constructors Joint Venture (6/10 JV) for $247,630,000.
3. The 6/10 JV consists of Barletta Heavy Division (40% majority owner) and three other contractors. The primary contractor on the Project is Barletta Heavy Division, Inc. (Barletta).
4. The Rhode Island Department of Transportation (RIDOT) has oversight and administration over the Project.
5. The Project is a highway construction project involving the reconstruction of the entire 6/10 interchange within the existing highway right of way, while replacing or removing nine structurally deficient bridges within the project area.
6. In February 2018, as required by Rhode Island Department of Environmental Management (RIDEM) regulation, the 6/10 JV's environmental consultant AECOM completed a Phase I Environmental Assessment for the Project. Based on the results

of that assessment, in November 2018, the Rhode Island Department RIDOT prepared the Soil and Materials Management Plan (SMMP) and submitted it to RIDEM for approval.

7. The SMMP states that the SMMP was being completed by AECOM in conjunction with RIDOT and the 6/10 JV and that the 6/10 JV would be adhering to all the terms of the SMMP.
8. In December 2018, RIDEM approved the soil management plan. The letter approving the SMMP states "[a]ll work must be performed in accordance with all applicable regulations and the Department approved [SMMP]." The letter goes on to state in relevant part that "It is the sole responsibility of the Performing Party and their consultant to analyze the material, certify that the material meets the Department's Residential Direct Exposure Criteria (RDEC), as defined by the Remediation Regulation, for all constituents, and is suitable for use on the Site."
9. RIDEM's December 2018 approval concludes, in relevant part that "the Department hereby approves the SMMP for the Route 6 & 10 Interchange Relocation Project . . . . provided that all activities and procedures detailed in the SMMP are strictly adhered to."
10. The terms of the SMMP are part of the 6/10 JV's contract and must be adhered to in connection with all work completed on the Project.
11. Construction on the Project started in January 2018.
12. Each monthly invoice submitted by Barletta for the Project is certified under penalty of perjury that all "work performed and materials supplied under this invoice have been completed in accordance with the contract."

13. RIDOT notified Barletta of its failure to follow the terms of the SMMP on several occasions before the summer of 2020.

14. One of the main types of material used on the Project is gravel, which is made on site using sand and stone.

15. Prior to July 2020, Barletta was purchasing stone from a supplier that RIDOT had previously approved as being one which provided stone meeting RIDEM's RDEC for material suitable for use at the Project.

16. If Barletta changed the source of the stone it was using at the Project, it was required to provide RIDOT with paperwork indicating that the stone met the environmental criteria for use at the Project.

17. At the beginning of July 2020, Barletta's Superintendent for the Project arranged to import stone Barletta had excavated from a Massachusetts Bay Transportation Authority (MBTA) project Barletta was working on in Jamaica Plain, Massachusetts.

18. The Excavated Materials Management Plan (EMMP) for Barletta's MBTA project dated May 27, 2020, states, in relevant part: "Soil accumulated in stockpiles will be sampled in order to characterize the presence and nature of contamination and determine the appropriate disposition of environmental media."

19. Prior to moving the MBTA stone to the Project, Barletta knew that the stone had not been tested to determine the presence and nature of contamination.

20. Prior to moving the MBTA stone to the Project, Barletta knew that it was Barletta's responsibility to provide RIDOT with paperwork indicating that the stone met environmental criteria for use at the Project.

21. Prior to moving the MBTA stone to the Project, Barletta did not know if the stone met RIDEM RDEC for use on the Project.

22. Barletta trucked 93 loads of MBTA stone that had been stockpiled in Jamaica Plain to the Project from July 7, 2020, through July 28, 2020, totaling approximately 3,460 tons, or approximately 2,604 cubic yards.

23. On or about July 21, 2020, RIDEM and RIDOT received a complaint that Barletta was importing contaminated material from Massachusetts.

24. On July 28, 2020, RIDOT notified Barletta that it had received a complaint that Barletta was importing contaminated material from Massachusetts.

25. RIDOT informed Barletta that it needed to provide RIDOT with paperwork to demonstrate that use of the imported material was allowed under RIDEM criteria for the Project.

26. In response to RIDOT's request, the Superintendent on the Project contacted the MBTA Jamaica Plain Project Superintendent asking for test results for the stone brought to the Project. The Jamaica Plain Project Superintendent stated: "You know we don't have test results."

27. The Superintendent on the Project subsequently contacted several other Barletta employees working on other MBTA projects in Massachusetts and ultimately secured an environmental report for stone excavated from another MBTA project at Orient Heights, not the MBTA stone stored at Jamaica Plain, where the level of contamination met RIDEM RDEC for use on the Project.

28. Later in the day on July 28, 2020, knowing that the Orient Heights environmental report did not analyze the stone imported from the MBTA stone stored at the

Jamaica Plain site to the Project, the Superintendent on the Project caused the Orient Heights environmental report to be sent to RIDOT as proof that the stone it had imported met RIDEM criteria for use on the Project.

29. RIDOT forwarded the Orient Heights report to RIDEM for its review. Based on its review of the Orient Heights report, RIDEM concluded that the stone Barletta had imported met the RDEC for material suitable for use at the Project.

30. On August 3, 2020, Barletta received environmental test results for the MBTA stone stored at Jamaica Plain imported to the Project. The test results concluded that the stone did not meet the environmental standards for use on the Project.

31. After learning of the test results on August 3, 2020, the Superintendent on the Project asked another Barletta employee to either: (1) change the test results; (2) wash the stone before taking another sample and having it retested; or (3) take a known clean sample and call it MBTA stone stored at Jamaica Plain.

32. Barletta continued to use the imported MBTA Jamaica Plain stone at the Project through August 23, 2020.

33. On or about September 8, 2020, RIDOT received notice of an allegation that the stone Barletta had imported from Massachusetts had not come from Orient Heights as represented in the environmental report the Superintendent on the Project had provided on July 28, 2020, but Jamaica Plain.

34. On September 9 and 23, 2020, the Superintendent on the Project falsely stated at weekly Project meetings which included RIDOT and FHWA officials, that the stone from the Jamaica Plain stockpile was actually stone from Orient Heights that had been brought from Orient Heights to Jamaica Plain and temporarily stockpiled for

testing. The Superintendent on the Project further claimed that after the stone passed environmental testing it was brought to the Project.

35. On September 16, 2020, the Superintendent on the Project caused a letter to be sent to RIDOT arguing that the imported stone was not in contravention of the SMMP. The letter falsely claimed that the stone had been tested and passed the RDEC for reuse on the site.

Pawtucket

36. On October 8, 2018, RIDOA awarded Barletta the Pawtucket/Central Falls Rail Station and Bus Hub contract for $35,796.00 million (Pawtucket).

37. In October of 2019, Barletta secured an environmental assessment of the site and developed a Remedial Action Workplan (RAWP) which was submitted to RIDEM. Based on the contaminants found, the RAWP included a Construction Soils Management Plan (CSMP) which allowed for the reuse of contaminated soils onsite and the use of certain controls to prevent human exposure.

38. On July 8, 2020, Barletta began work at the site and assigned the Superintendent on the Project to oversee it. The Superintendent instructed workers to remove several feet of soil from the Pawtucket site and arranged to truck the material to the Project.

39. Both the RIDOT inspector assigned to Pawtucket and Barletta's environmental consultant for Pawtucket informed Barletta that it was not permitted to remove dirt from the site.

40. On July 17, 2020, the Superintendent on the Project was provided with the CSMP for Pawtucket.

41. Despite being notified that he could not remove soil from Pawtucket and being sent the CSMP, for several more days, the Superintendent on the Project continued to direct that soil from Pawtucket be removed and brought to the Project.

42. On July 21, 2020, in addition to receiving a complaint about Barletta importing material from Massachusetts, RIDOT also received a complaint about the movement of dirt from Pawtucket to the Project.

43. In response to RIDOT's inquiries about the movement of material from Pawtucket to the Project, Barletta falsely informed RIDOT that the movement of Pawtucket material took place on just one day and amounted to 3-6 truckloads only. Barletta also falsely informed RIDOT that only top soil had been removed and was only taken to the Project to be screened.

44. On September 9 and 23rd, 2020, at the same weekly project meetings referenced in paragraph 33, the Superintendent on the Project falsely informed RIDOT officials that none of the Pawtucket material had been used on the Project.

45. In fact, Barletta's movement of material from Pawtucket took place over four days and amounted to 52 truckloads. In addition, 16 loads of the 52 loads, or 265 cubic yards, were direct dumped at two locations at the Project.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding violations of (i) Title 18, United States Code, Section 1020, false statements in connection with a federally funded highway matter; and (ii) adherence to statutory, regulatory and contractual environmental requirements in government contracting, Barletta Heavy Division, Inc. (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of their existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to adopt a new or to modify its existing compliance program, including internal controls, compliance policies, and procedures in order to ensure that they maintain an effective compliance program that is designed, implemented, and enforced to effectively deter and detect false statements in connection with federally funded highway matters and its statutory, regulatory and contractual environmental compliance in government contracting. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance program, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against making false statements in connection with federally funded highway matters and failing to comport with statutory, regulatory and contractual environmental obligations in government contracting or the Company's compliance codes, and demonstrate rigorous adherence by example. The Company will also ensure

that middle management, in turn, reinforces those standards and encourages employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in its day-to-day operations.

Policies and Procedures

2. The Company will develop and promulgate clearly articulated and visible corporate policies against making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting, which policies shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting, and the Company's compliance code, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting by personnel at all levels of the Company. These policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company, including, but not limited to, agents, consultants, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company. Such policies and procedures shall, at a minimum, be designed to prevent the making of false statements in connection with federally funded highway matters and

failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting.

Periodic Risk-Based Review

4. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company.

5. The Company shall review its compliance policies and procedures regarding the making of false statements in connection with federally funded highway matters and need to adhere to statutory, regulatory and contractual environmental obligations in government contracting no less than annually and update them as appropriate to ensure its continued effectiveness, taking into account relevant developments in the field and evolving industry standards.

Proper Oversight and Independence

6. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's compliance code, policies, and procedures regarding making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of stature and autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

7. The Company will implement mechanisms designed to ensure that its compliance code, policies, and procedures regarding the making of false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, any positions that require such training (*e.g.*, internal audit, sales, legal, compliance, finance), and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents and business partners, certifying compliance with the training requirements. The Company will conduct training in a manner tailored to the audience's size, sophistication, and subject-matter expertise and, where appropriate, will discuss prior compliance incidents.

8. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's compliance code, policies, and procedures regarding the making of false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting, including when they need advice on an urgent basis.

Internal Reporting and Investigation

9. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning making false statements in connection with federally funded highway matters and failing to adhere to statutory,

regulatory and contractual environmental obligations in government contracting or the Company's compliance code, policies, and procedures regarding making false statements in connection with federally funded highway matters, the criminal submission of false claims, and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting.

10. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting or the Company's compliance code, policies, and procedures regarding the same. The Company will handle the investigations of such complaints in an effective manner, including routing the complaints to proper personnel, conducting timely and thorough investigations, and following up with appropriate discipline where necessary.

Enforcement and Discipline

11. The Company will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

12. The Company will institute appropriate disciplinary procedures to address, among other things, making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting and the Company's compliance code, policies, and procedures regarding the same by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, and in a manner consistent with the violation, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to

ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the Company's overall compliance program regarding making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting is effective.

Mergers and Acquisitions

13. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate due diligence regarding making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting by legal, accounting, and compliance personnel.

14. The Company will ensure its compliance code, policies, and procedures regarding making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting apply as quickly as is practicable to newly-acquired businesses or entities merged with the Company, and will promptly (a) train the directors, officers, employees, agents, and business partners consistent with Paragraphs 7-8; and (b) where warranted, conduct an audit of all newly acquired or merged businesses as quickly as is practicable concerning compliance with the laws against making false statements in connection with federally funded highway matters and need to adhere to statutory, regulatory and contractual environmental obligations in government contracting.

Monitoring, Testing, and Remediation

15. In order to ensure that its compliance program does not become stale, the Company will conduct periodic reviews and testing of its compliance code, policies, and procedures against making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting designed to evaluate and improve its effectiveness in preventing and detecting violations of the same and the Company's code, policies, and procedures regarding making false statements in connection with federally funded highway matters and failing to adhere to statutory, regulatory and contractual environmental obligations in government contracting, taking into account relevant developments in the field and evolving industry standards. The Company will ensure that compliance and control personnel have sufficient direct and indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing. Based on such review and testing and its analysis of any prior misconduct, the Company will conduct a thoughtful root-cause analysis and timely and appropriately remediate any detected root causes of misconduct.

ATTACHMENT C

REPORTING REQUIREMENTS

Barletta Heavy Division, Inc. (the Company"), agrees that it will report to the United States Attorney's Office for the District of Rhode Island (the "Government") periodically, at no less than twelve-month intervals during a three-year term (the "Term"), regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B. During this Term, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two follow-up reviews and reports, as described below:

a. By no later than one year from the date this Agreement is executed, the Company shall submit to the Government a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the prohibition against making false statements in federally funded highway matters, and adherence to statutory, regulatory and contractual environmental obligations in government contracting and the proposed scope of the subsequent reviews. The report shall be transmitted to the Deputy Chief, Criminal Division, United States Attorney's Office, District of Rhode Island, at

One Financial Plaza, 17th Floor
Providence, RI 02903

The Company may extend the time period for issuance of the report with prior written approval of the Government.

b. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Government on its prior reviews and reports, to further monitor and assess whether the Company's policies and procedures are reasonably designed to detect and prevent violations of the prohibition against making false statements in connection with federally funded highway matters and adherence to statutory, regulatory and contractual environmental requirements in government contracting.

c. The first follow-up review and report shall be completed by no later than one year after the initial review. The second follow-up review and report shall be completed by no later than one year after the completion of the preceding follow-up review. The final follow-up review and report shall be completed and delivered to the Government no later than thirty days before the end of the Term.

d. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Government determines in its sole discretion that disclosure would be in furtherance of the Government's discharge of its duties and responsibilities or is otherwise required by law.

e. The company may extend the time period for submission of any of the follow-up reports with prior written approval of the Government.

ATTACHMENT D

CERTIFICATION

To: United States Attorney's Office
District of Rhode Island
Attention: Deputy Chief, Criminal Division
Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certifies, pursuant to Paragraph 5(e) of the Non-Prosecution Agreement ("NPA") executed on September ___, 2022, by and between the United States Attorney's Office for the District of Rhode Island and Barletta Heavy Division, Inc. ("Barletta" or the "Company"), that the undersigned is aware of Barletta's disclosure obligations under Paragraph 5(e) of the NPA and that Barletta has disclosed to the United States Attorney's Office, District of Rhode Island's Criminal Division (the "Government") any and all evidence or allegations of conduct required pursuant to Paragraph 5(e) of the NPA, which includes evidence or allegations that may constitute a violation of the U.S. criminal laws("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through Barletta's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledges and agrees that the reporting requirement contained in Paragraph 5(e) and the representations contained in this certification constitute a significant and important component of the NPA and Government's determination whether Barletta has satisfied its obligations under the NPA. The undersigned hereby certifies that he is the President and Treasurer of Barletta and has been duly authorized by the Company to sign this Certification on behalf of Barletta. This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, Barletta to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Rhode Island. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of Rhode Island.

By: ______________________________ Dated: __________________________
Vincent Barletta, President and Treasurer
Barletta Heavy Division