

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

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7506367PHSE2  
**Bid/RFP Title:** CONSTRUCTION NEW LGBTQ CENTER, INCLUDE DEMOLITION RUGGELS HOUSE - URI  
(28 PGS & ZIP FILE)

**Opening Date & Time:** 2/21/2014 11:00 AM

**RIVIP Vendor ID #:** 31492

**Vendor Name:** Delta Mechanical Contractors LLC

**Address:** 44 Wilclar Street  
Warwick , RI 02886  
USA

**Telephone:** (401) 737-3500  
**Fax:** (401) 739-7376  
**E-Mail:** j.bookbinder@deltamechllc.com  
**Contact Person:** Bruce Bookbinder  
**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.

## 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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

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. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.



**DOCUMENT 00410 - BID FORM**

Date: 2-21-14

To: Dept. of Administration  
 Division of Purchases  
 One Capitol Hill  
 Providence, RI 02908

Project: URI LGBTQ Center  
 University of Rhode Island, Kingston Campus

Submitted by: Delta Mechanical Contractors LLC  
 (include address,  
 tel. & FAX nos., 44 Wilder St  
 and license no. Warwick RI 02886  
 if applicable) G.C. License #34713 Fire Protection #00000355

RI Plumbing 001953  
 RE HVAC 00006195

1. BID

Having examined the Place of The Work and all matters referred to in the Bid Documents and in the Contract Documents prepared by LLB Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

one million Eight Hundred Fifty Seven Thousand \$ 1,857,000.00  
 (written, and numerically)

- We have included the specified Allowances from Section 01200 in Division 1 of the Specifications in the above Bid sum as follows:

Hazardous Materials	\$5,000.00
Testing and Inspection	\$10,000.00
Site Utilities	\$5,000.00
<u>Sitework</u>	<u>\$10,000.00</u>
Total Allowances	\$30,000.00

- We have included the required Bid security in the above Bid Sum. We have included 100% Payment and Performance Bonds in the above Bid Sum.
- We have included the original Bid and required additional “public copy” if required by Document 00210– Supplemental Instructions to Bidders.

## 2. ALTERNATES

We propose to modify the above Bid Sum by the following amount(s) as identified by (a) numbered Alternative(s) specified in Section 01200 of the Specifications, and as may be selected by the Owner:

Add Alternate No. 1 – Fire Suppression Sprinkler System and all associated work

Add: Fifty Seven Thousand Nine Hundred (\$ 57,900.00 .)  
(written, and numerically)

Add Alternate No. 2 – Landscape Plantings

Add: Seventeen Thousand one Hundred (\$ 17,100.00 .)  
(written, and numerically)

Add Alternate No. 3 – Motorized Shades in Multipurpose Room and Conference Room

Add: Twelve Thousand Nine Hundred (\$ 12,900.00 .)  
(written, and numerically)

Add Alternate No. 4 – Exposed Aggregate Terrace

Add: Twelve Thousand Six Hundred (\$ 12,600.00 .)  
(written, and numerically)

## 3. UNIT PRICES

Per Section 01200, provide unit prices/SF or each as noted for the following items:

None.

## 4. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Proceed under the Agreement, subject to compliance with required State regulatory agency approvals as described in the Bid Documents.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from URI Purchasing.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

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

5. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Work by December 21, 2014, with an anticipated P.O. issuance of March 21, 2014. We have included all premium time or additional staffing required to accommodate this schedule.

6. LIQUIDATED DAMAGES

Time is of the Essence: If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge that we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion, as follows:

**\$ 250 per calendar day.**

7. REQUIREMENT FOR LICENSE NUMBER

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

LICENSE NUMBER: G.C. # 34713 . Fire Protection # 00000355  
RI Plumbing # 001953  
RI HVAC # 00006195

8. ADDENDA

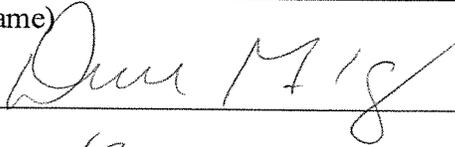
The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated February 12, 2014.

9. BID FORM SIGNATURE(S)

Delta Mechanical Contractors LLC

(Bidder's name)

By: 

Title: VP

Corporate Seal:

**END OF DOCUMENT**

**DOCUMENT 00430 - BID SECURITY FORM**

Know all men by these presents, that we Delta Mechanical Contractors, LLC  
44 Wilclar Street, Warwick, RI 02888

(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
Berkley Insurance Company

475 Steamboat Rd, Greenwich, CT 06830

(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of Delaware as  
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract  
Documents for URI Project #7506367PHSE2as Obligee, hereinafter called the Obligee, in the sum of  
Five Percent (5%) of the Attached Bid Dollars (\$ 5%) for the payment of which sum  
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

URI LGBTQ Center  
Construction of New LGBTQ Center, Including the Demolition of the Ruggles House  
University of Rhode Island, Kingston, RI 02881

(insert full name, address and description of project)

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null  
and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of February, 2014

[Signature]  
Witness

[Signature]  
Witness

Delta Mechanical Contractors, LLC  
(Principal)

[Signature]  
Bruce A. Bookbinder, President

Berkley Insurance Company  
(Surety)

[Signature]  
Brian M. Rossi, Attorney-in-Fact

**END OF DOCUMENT**



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

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

**SUBMITTED TO:** State of Rhode Island - Department of Administration

**ADDRESS:** One Capitol Hill, Providence, RI 02908

**SUBMITTED BY:** Delta Mechanical Contractors, LLC.

**NAME:** David M. Greenberg

**ADDRESS:** 44 Wilclar Street Warwick, RI 02886

### PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other LLC.

**NAME OF PROJECT (if applicable):** Construction New LGBTQ Center, Include Demolition  
Ruggels House - URI - RFP#7506367PHSE2A1

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

General Construction

HVAC

Electrical

Plumbing

Other (please specify) Fire Protection, Audio/Visual, Lighting, Lighting Control and Fire Alarm

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 23

§ 1.2 How many years has your organization been in business under its present business name? 8

§ 1.2.1 Under what other or former names has your organization operated? Delta Mechanical Inc;  
Delta Mechanical of New England, Inc.; Delta Keyspan Inc.; Delta Keyspan LLC.

### ADDITIONS AND DELETIONS:

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

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

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

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

- § 1.3.1 Date of incorporation: August 1999
- § 1.3.2 State of incorporation: Delaware
- § 1.3.3 President's name: Bruce Bookbinder
- § 1.3.4 Vice-president's name(s) David Greenberg

- § 1.3.5 Secretary's name: Ass't; Michael Spooner, Dennis Medeiros, Steven Wiseman , Kevin Munroe
- § 1.3.6 Treasurer's name: Kimberly Bookbinder

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

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

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

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

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

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. RI Master Plumber 001953 RI Master Pipefitter 00006195

MA Master Plumber Gasfitter 11526 MA Master Pipefitter 22972 RI Master Fire Protection 00000355  
MA Refrigeration Tech 15292

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

Rhode Island, Connecticut, Massachusetts, Delaware, New Hampshire & South Carolina

§ 3. EXPERIENCE

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

Plumbing, HVAC & Fire Protection

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

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

NO

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

NO

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

NO ( we have been asked to join in arbitration)

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

NO

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

See Attached Item #1

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

\$32,006,484

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

See Attached Item #2

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

\$56,410,365

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. See Attached Item #3 - Resumes of key individuals

We currently have sufficient bonding capacity and available work force

#### § 4. REFERENCES

§ 4.1 Trade References: Seekonk Supply - Matt Quirk - 508-336-6650

Newman Associates - Hank Newman - 781-329-4000

Johnson Insulation - Steve Johnson - 401-433-5116

§ 4.2 Bank References: Sovereign Bank - Attn: Michael Smith 401-752-1431

One Financial Plaza

Providence, RI 02903

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Berkley Surety Group

290 Donald J Lynch Blvd

Marlborough, MA 01752

§ 4.3.2 Name and address of agent: Brian Rossi - Gencorp Insurance Group - 401-884-7800

16 Main Street

East Greenwich, RI 02818

#### § 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Attached Item #4

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); \$15,949,601

Net Fixed Assets; \$231,959

Other Assets; N/A

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); \$11,967,103

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). \$4,212,228

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

Feeley & Driscoll  
200 Portland Street  
Boston, MA 02114

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

No, Delta is a wholly owned subsidiary of Sycamore Enterprises, LLC.  
Delta's assets, liabilities and equity are identified on pages 24-28 of the audited statements.

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

Parent-subsiary

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

§ 6. SIGNATURE

§ 6.1 Dated at this 20<sup>th</sup> day of Feb 2014

Name of Organization: Delta Mechanical Contractors, LLC

By:

Title: Vice President

6.2

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

Subscribed and sworn before me this 20 day of February 2014

Notary Public:

My Commission Expires: 12/11/16

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Delta Mechanical Contractors, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="margin-left: 100px;">S</span> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>44 Wilclar Street</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Warwick, RI 02886</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table>	Social security number												-			-			
Social security number																				
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<p><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>0</td><td>5</td><td>-</td><td>0</td><td>5</td><td>0</td><td>7</td><td>0</td><td>6</td><td>7</td></tr> </table>	Employer identification number									0	5	-	0	5	0	7	0	6	7
Employer identification number																				
0	5	-	0	5	0	7	0	6	7											

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol>
<p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 11/13/13
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

*Administrative Office*  
**PLUMBERS & PIPEFITTERS LOCAL UNION #51**  
**JOINT APPRENTICESHIP COMMITTEE**  
**11 Hemingway Drive, East Providence, RI 02915**  
**David Marland, Training Coordinator**  
**Ph: (401) 943-7301 Fax: (401) 943-8027**

October 4, 2012

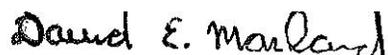
To Whom It May Concern:

UA Plumbers & Pipefitters Local #51 Joint Apprenticeship Training is a registered apprenticeship program with the State of Rhode Island. Our JATC program works on a reciprocity system with the State of Massachusetts and Connecticut. Fringe benefits include, but are not limited to Health and Welfare and Pension benefits. Our State Certificate of Registration Program Number is 325. The Union provides contractors' signatory to Local 51 with registered apprentices when requested.

Also, please be advised that Delta Mechanical is signatory to UA Local 51 Plumbers and Pipefitters and has been certified with apprentices, trained plumbers, pipefitters and/or refrigeration technicians. This company is also a member in good standing and all benefits are paid up to date.

If you have any questions or concerns, please contact my office.

Sincerely,



David Marland  
Training Coordinator

AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
AND  
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 676  
CONNECTICUT  
OF THE  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

This Agreement made this 11 th day of July, 2006, by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union 676 (hereinafter referred to as "Union").

ARTICLE 1

The National Fire Sprinkler Association, Inc., a body corporate under authority from its contractor members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of its contractor members that have given the National Fire Sprinkler Association, Inc., (NFSA) written authority to negotiate this Collective Bargaining Agreement, each of whom is the "employer" party to this contract. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is further understood and agreed that any employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph agrees that, if the employer withdraws his membership from NFSA or his membership is terminated for any reason, the employer shall be bound by all the terms and conditions of the Agreement for the balance of the terms of this Agreement. NFSA agrees to immediately notify the Union when any employer member withdraws or is terminated from the Association and to further notify the Union of any new members joining NFSA within a period of ten (10) days following Board of Directors action.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Employer and the Union. It is hoped and believed that this Agreement properly respected will tend to remove the cause for industrial strife and bring about a better understanding between Employers and the Union.

Particular disputes arising under the foregoing paragraphs shall be heard by an Arbitrator selected by the parties or appointed by and under the rules of the American Arbitration Association. The Arbitrator shall have the authority to order the Employer to provide appropriate and relevant information in compliance with this clause.

It is the intention of the parties hereto that this clause be enforced to the fullest extent permitted by law and that, because this conforms with the parties' original intent, it shall apply to all pending and future grievances.

It is not intended that this Article be the exclusive source of rights or remedies which the parties may have under State or Federal Laws.

#### ARTICLE 4

**UNION SECURITY:** All present Journeymen Sprinkler Fitters and Apprentices covered by this Agreement who are members of Local Union 676 shall, as a condition of employment, maintain their membership in the Union (to the extent and in the manner provided for and permitted by State and Federal Laws). All other Journeymen Sprinkler Fitters covered by this Agreement excluding Apprentices shall, as a condition of employment, (to the extent and in the manner provided for and permitted by State and Federal Laws) become members of Local Union 676 seven (7) days following August 1, 1994. All new Journeymen Sprinkler Fitters excluding Apprentices shall, as a condition of employment, become members of Local Union 676 at the end of seven (7) days employment (to the extent and in the manner as provided for and permitted by State and Federal Laws). Immediately upon final notice from the Union, the employer shall discharge any employee who fails to remain in good standing or fails to become or is not a member on the prescribed day providing membership was available under the same terms and conditions generally applicable to other employees.

A person not a member of the United Association shall be acceptable for employment as a Journeyman only after he has produced for the employer sworn affidavits of five (5) years experience in the Sprinkler Industry as an Apprentice and/or Journeyman on the letterhead of his previous employer or employers. Such affidavits have been forwarded to the Union. The five (5) year period conforms to the period of Apprenticeship Training as set forth in Local 676 Apprenticeship Standards.

A person not a member of the United Association shall be acceptable for employment as an Apprentice after he has met the requirements in the Apprenticeship Standards, been accepted by the Joint Apprentice Committee and issued a Probationary Apprentice Classification Card by the Secretary of the Joint Apprentice Committee of Local 676. Upon completion of the probationary period which shall not exceed one (1) year, the apprentice shall, as a condition of employment, become a member of the Union (to the extent and in the manner as provided for and permitted by State and Federal Laws).

An applicant who has had five (5) years' actual practical experience at the Sprinkler Fitters trade, but who has not passed any competency examination as to his skill or competency, shall be accepted for registration and dispatching.

4. Referral of Men - Upon the request of an Employer for journeymen, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by the contractor, in the manner and under the conditions specified in this Agreement, from the out-of-work list on a first in, first out basis; that is the first man registered shall be the first man referred, except that:

- (a) Requests by Employers for particular journeymen previously employed by the Employer who are available and who have been terminated by the Employer within sixty (60) working days previous to the request, shall be honored and the journeymen requested shall be dispatched to that Employer regardless of the applicant's position on the out-of-work list.
- (b) Requests by Employers for key journeymen to act as foremen shall be honored without regard to the requested journeyman's place on the out-of-work list.
- (c) Bona Fide requests by Employers for journeymen with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list.
- (d) If, upon requests for qualified journeymen, the Union is unable to, within forty-eight (48) hours, fulfill the request (excluding weekend and holidays), the Employer may secure qualified journeymen from any other source.
- (e) When journeymen sprinkler fitters are brought in from other localities to work within the jurisdiction, they shall report to the Local Business Representative personally before starting to perform work in local jurisdiction and territory.
- (f) In the interest of maintaining and preserving employment in the areas in which work is being performed, when an employer lays off on a job, local employees shall be the last laid off.

5. Non-Discriminatory Referral - The Union and the Employers agreed that the referral of journeymen shall be on the following basis:

- (a) Selection of applicants for referral jobs shall be on a non-discriminatory basis, and shall not be based on race, creed, color, national origin, age or sex.
- (b) The Union and the Employer agree to abide by all recognized Federal, State and City regulations pertaining to minority hiring and all jobs where such regulations are in effect shall be manned accordingly, in the spirit of Affirmative Action.

Any Journeyman Sprinkler Fitter or Apprentice who doesn't receive his pay at the time set forth in this Article shall immediately notify his employer, and the employer shall be obliged to pay four hours pay at straight time for each twenty-four (24) hours or part thereof that the pay is late.

Any employee who notifies his Employer and the Union in writing that he wishes his pay check to be mailed to his home address shall not be entitled to any penalty payment for late check due to the Post Office service provided the check was mailed in sufficient time to arrive within the time limits of this Article.

Any employee injured on the job to the extent of requiring a doctor's care and which injury the doctor determines prevents the employee from returning to work, shall be paid a full day's wage for the day of the injury.

#### ARTICLE 8

EXTRA CONTRACT AGREEMENTS: The Employer and the Union agree not to enter into any Agreement or contract with members of the bargaining unit individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

#### ARTICLE 9

JOB FOREMEN: The selection and appointment of Foremen is the responsibility of the employer in keeping with this Agreement.

Effective August 1, 2006, the rate of wage for foremen shall be Two Dollars and Fifty Cents (\$2.50) per hour above the journeyman's rate in the States of Connecticut and Rhode Island and the Massachusetts Counties of Franklin, Hampden, Hampshire and Berkshire and the Massachusetts Towns of Seekonk, Swansea and Somerset.

Effective August 1, 2007 the rate of wage for foremen shall be Two Dollars and Seventy Five Cents (\$2.75) per hour above the journeyman's rate in the States of Connecticut and Rhode Island and the Massachusetts Counties of Franklin, Hampden, Hampshire and Berkshire and the Massachusetts Towns of Seekonk, Swansea and Somerset.

There shall be a Local 676 Sprinkler Journeyman Foreman on each job.

- J. For the purpose of contribution to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.
- K. All travel hours outside of the regular established working hours shall be at straight time.
- L. Nothing herein shall be considered as inconsistent with the Federal Wage and Hours Law.
- M. For the purpose of computing proper travel expenses, any Local 676 employee whose permanent residence is outside the territorial jurisdiction of Local 676, shall be determined as follows:  
  
His residence shall be considered the point at which he enters the territory of Local Union 676, most accessible to the job.
- N. When an employee moves from job to job during the course of a day, he shall be paid at the rate of Twenty-Two Cents (\$.22) per mile over the most direct route.

#### ARTICLE 11

##### HOURS OF WORK, SHIFTS AND OVERTIME

- A. HOURS OF WORK: The standard work day shall be any eight (8) consecutive hours of work between the hours of 6:30 a.m. and 5 p.m. excluding the lunch period. During the months of June, July and August, the starting time may be 6:00 a.m. at the employers option.
- B. SHIFTS: Shift work may be performed at the option of the Employer, however, when shift work is performed it shall be on the same contract, on the same job site, and it must continue for a period of five (5) consecutive work days and there must be a day shift that shall work the regular eight (8) hours as set out in paragraph "A" above. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift.
- C. OVERTIME: Overtime worked in the ninth and tenth hours on weekdays and the first ten hours on Saturday shall be at the rate of time and a half. All other overtime that is worked outside of the established shifts, shall be at double time including Sundays and Holidays as set forth herein. The following days shall be considered Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. When one of the above holidays fall on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double time rate.

During the life of this Agreement, Memorial Day, July 4th, Labor Day and Christmas Day shall be paid holidays. Effective in Calendar Year 1998, Thanksgiving Day shall be a paid

necessity that work in the above paragraph be done during the "off hours" period, and that it is not contemplated that other building trades personnel will be on the job. The Union will be given five (5) days to verify the conditions. It is also understood that an employee who works a regular day shift shall not work the "off hours" clause outlined above during the same twenty-four (24) hour period. All overtime worked under the "off hours" shift shall be in conformance with paragraph "C" entitled "Overtime."

## ARTICLE 12

PRODUCTION OF LABOR: There shall be no limitation of the amount of work to be performed.

There shall be no restriction as to the use of machinery and tools.

There shall be no limitation as to the manner in which work shall be done.

There shall be no restriction as to the use of material.

All work performed by employees covered by this Agreement shall be left in such a finished condition that its appearance and stability will reflect the skill of fire protection craftsman.

## ARTICLE 13

MATERIALS AND EQUIPMENT AND FABRICATION: The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling and installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

All welded pipe at the option of the employer be fabricated on the job or in a shop by journeymen and apprentice employees who are covered by this Agreement.

Outside of Local Union 676 territory, the work described above may be placed in a pipe fabrication shop paying the Building Trades wage rate established in the area in which the shop is located.

The welding provisions above also apply to CO-2 and fire extinguisher systems.

All brazing or soldering of copper pipe or joining of non-ferrous pipe and fittings done in the Sprinkler Industry shall be fabricated and assembled by journeymen and/or apprentices on the job site.

It is understood that the Union will accept 21' random lengths of pipe having holes drilled in the shop for the installation of an unlimited number of mechanical tees or crosses and the installation of these mechanical tees or crosses for said pipe shall be performed in the field by the employees

five (5) days of May 1 or November 1, the manpower situation will be submitted to final and binding arbitration as set forth in Step 3 of the Grievance and Arbitration Procedure.

The Joint Apprentice Committee shall replace all apprentices that drop out of the program and all journeymen that retire, die, or leave the industry immediately, there shall not be more than one (1) Apprentice for each Journeyman on any job. In case of a lay off, the ratio of Apprentices to Journeymen in any shop shall not exceed one (1) apprentice for three (3) journeymen.

2. All apprentices indentured to the Local 676 Joint Apprenticeship Committee on and after August 1, 1997 shall be paid a progressive increasing rate of wages based on the following schedule:

Percentage of Journeyman's Rate

Class 1	40%
Class 2	45%
Class 3	50%
Class 4	55%
Class 5	60%
Class 6	65%
Class 7	70%
Class 8	75%
Class 9	80%
Class 10	85%

APPRENTICESHIP: The parties agree that an apprenticeship system has been established and that the wages, hours and working conditions of the apprentice shall be covered by the Apprenticeship Standards, which are part of this Collective Bargaining Agreement. During September of 1997, the Joint Apprenticeship Committee shall review the financial status of the Local Joint Apprenticeship Committee's programs. Should the Committee feel that the financial position is such as to need additional income, the Chairman and Secretary of the Committee shall, in writing, request the two parties of this Agreement to meet with them to discuss a resolution of the problem.

NATIONAL AUTOMATIC SPRINKLER APPRENTICE FUND OF NEW YORK: In order to carry out the functions of the Apprentice Program, each contractor who is a party to this Agreement shall pay to the "National Automatic Sprinkler Apprentice Fund of New York", Fifteen Cents (\$.15) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective August 1, 1997.

It shall be the duty of the Trustees of this Fund to collect contributions from the employers who are a party to this Agreement and to disburse from this Fund monies, less the expense of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by the Agreement in carrying out the functions of the Apprentice Program.

worked by all employees covered by this Collective Bargaining Agreement. The Parties agree that the scheduled Twenty-Five Cent (\$0.25) increase will be deducted from the economic increase due January 1, 2007.

Subject to the approval of the Board of Trustees of the National Automatic Sprinkler Industry Welfare Fund, effective August 1, 2006, each contractor shall pay an additional Twenty-Five Cents (\$0.25) per hour for all hours worked by employees for whom National Automatic Sprinkler Industry Welfare Fund Payments are made. This additional amount shall be a Retired Employee Subsidy Account (RESA) contribution. The Contractor or the Association party to this agreement shall not be responsible for any expense or cost beyond the contribution as set forth herein.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

#### ARTICLE 20

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND: It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement shall contribute to the Fund Two Dollars and Eight-Five cents (\$2.85) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2006.

Each contractor who is a party to this Agreement shall pay to the Fund Three Dollars and Ten Cents (\$3.10) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement effective January 1, 2007. The Parties agree that the scheduled Twenty-Five Cent (\$0.25) increase will be deducted from the economic increase due January 1, 2007.

#### ARTICLE 21

ASSENT OF WELFARE AND PENSION: In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 676, although not a party to the Local 669 Agreement, does hereby join in and does subscribe to the Declaration of Trusts of the National Automatic Sprinkler Local 669 U. A. Welfare Fund and the National Automatic Sprinkler Local 669 U.A. Pension Fund made between the National Fire Sprinkler Association, Inc. and Local Union 669, and agrees to be bound by any Amendments thereto, and

It shall not be necessary that the lost wages be paid as a condition for the employees to return to work; however, the lost wages due shall be paid at the next regularly scheduled pay day, after the employees have returned to work.

The employees shall return to work upon the earlier of the following events:

1. Acknowledgement by the Union that the contributions have been paid. 2. Acknowledgement by the administrators that the Employer is no longer delinquent.

### ARTICLE 23

GRIEVANCE PROCEDURE AND ARBITRATION: During the term of this Agreement there shall be no strikes or lock-outs. However, violation by an Employer involving:

- a. Non-payment of wages at the time due;
- b. Issuing non-negotiable or bad checks for wages, expenses or for any of the fringe contributions as required by this Agreement;
- c. Non-payment or non-reporting of fringe contributions due and payable under the Agreement;
- d. Failure to abide by the decision of the Grievance Committee as set forth in Step Two of this Article, or the Arbitrator as set forth in Step Three of this Article;

...shall be excluded from the grievance procedure of this Article and the Union shall have the right to remove employees from any job or jobs of the Employer or to take other legal economic action against the employer.

All disputes and grievances relative to the interpretation of application of this Agreement shall be processed in the following manner:

Step 1 - The employee or Union shall within fifteen (15) working days of the occurrence of the grievance or dispute, discuss with the employer's representative the employee's grievance or dispute.

If the grievance or dispute is not settled to the satisfaction of the employee:

Step 2 - The employee or the Union shall, within twenty (20) working days of the occurrence of the alleged grievance or dispute, reduce this grievance to writing, on forms supplied by the union setting forth the date, time and place and section of the Agreement with which the grievance or dispute is concerned and submit by certified mail, one copy each to the Business Manager of the local union, the Employer and the President of the Association (P.O. Box 1000, Patterson, New York 12563) for discussion and possible resolution.

## ARTICLE 26

DURATION OF AGREEMENT: The duration of this Agreement shall be from August 1, 2006 to July 31, 2011. Sixty (60) days prior to August 1, 2008, August 1, 2009 and August 1, 2010 written notice may be given by either party requesting a conference to negotiate the wage rate (Article 5), foreman's rate (Article 5), Welfare contribution (Article 21), Pension contribution (Article 22), Apprentice Fund of New York contribution (Article 24), Supplemental Pension (Article 27), Industry Promotion (Article 28), and other economic provisions to be effective on that date and August 1, 2011.

This Agreement shall be effective from August 1, 2006 to July 31, 2011.

## ARTICLE 27

SAVINGS CLAUSE: If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead an article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## ARTICLE 28

PROVISIONS FOR RENEWAL OF AGREEMENT: Sixty (60) days prior to July 31, 2011, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice sixty (60) days prior to July 31 is served. Written notice shall be sent by registered mail to the National Fire Sprinkler Association, Inc. and to the Local Union at its office.

## ARTICLE 29

SUPPLEMENTAL PENSION: It is mutually agreed that an Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund is hereby established for those employees whose wages are covered by this collective bargaining agreement.

The parties agree that on and after January 1, 2008, upon thirty (30) days notice, they will meet and discuss the contribution rate to the Industry Fund to determine whether adjustments are necessary and appropriate.

Employers agree to become a party to the Agreement and Declaration of Trust establishing the Connecticut Automatic Sprinkler Industry Fund when same is prepared. It is understood and agreed that the Fund and program of benefits at all times through the life of this agreement shall be such as to qualify for approval by the Internal Revenue Bureau of the United States Treasury Department and other appropriate government agencies if necessary to permit all employers an income tax deduction for contributions paid hereunder.

### ARTICLE 31

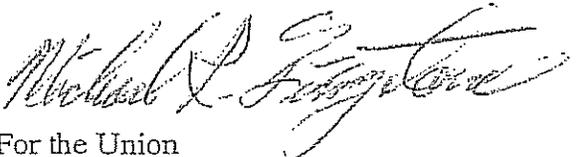
United Association International Training Fund: In order to carry out the functions of the International Training Fund, each contractor who is a party to this Agreement shall forward to the NASI Fund Office Five Cents (\$.05) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective August 1, 2001. NASI will forward these contributions to the United Association International Training Fund.

Dated this 1st day of November 2006

For the Employer

  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

For the Union

  
SPRINKLER FITTERS LOCAL UNION NO. 676

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

All marine piping, and all piping used in connection with ship building and ship yards.

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

The setting and erecting of all underfeed stokers, fuel burners and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

The setting and erection of all oil heaters, oil coolers, storage and

distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances in connection with transformers, and piping to switches of every description.

All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

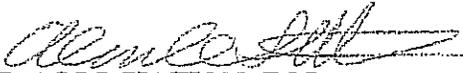
The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

Piping herein specified means pipe from metals, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

Dated this            day of            2006

For the Party of the First Part:   
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

For the Party of the Second Part:  
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 676, CONNECTICUT

Sprinkler Fitters Joint Apprenticeship Committee of  
Connecticut, Rhode Island and Western Massachusetts

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81 Market Square Newington, CT 06111 phone: 860-666-4447 fax: 860-666-4436

November 19, 2010

To Whom It May Concern:

Local 669 JATC verifies that Delta Mechanical is a contractor in good standing with respect to its Apprenticeship Standards.

This letter is also verification that Delta Mechanical is an approved contractor with Connecticut, Rhode Island and Western Massachusetts.

No employee will be discriminated against because of her/his race, color, religion, sex, age, handicap, or national origin. If you need any further information, please contact my office.

Thank you,



Charles W. Ketner

Training Director

cc: Contractor File

CWK/saw

Attachment - Item #1

**DELTA MECHANICAL CONTRACTORS, LLC  
SUMMARY OF SIGNIFICANT CONTRACTS**

		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	CCRI-LINCOLN	\$5,153,963	85%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS LLC		
<b>CONTACT :</b>	MICHAEL SPOONER 401 737 3500		
<b>ARCHITECT :</b>	RAYMOND L. HORRIDGE & ASSOCIATES, INC		
<b>COMPLETION :</b>	AUGUST 2012		
<b>% WITH OWN FORCES</b>	50%		
<b>PROJECT :</b>	URI COLLEGE OF PHARMACY	\$13,665,574	90%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	SUFFOLK CONSTRUCTION COMPANY		
<b>CONTACT :</b>	JOHN KHAYALI 617 445 3500		
<b>ARCHITECT :</b>	PAYETTE ASSOCIATES		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	VA MEDICAL FCA	\$1,865,822	75%
<b>OWNER :</b>	DEPARTMENT OF VETERANS AFFAIRS		
<b>CONTRACTOR:</b>	KWV, INC.		
<b>CONTACT :</b>	THOMAS MARON 401 714 0209		
<b>ARCHITECT :</b>	SMRT		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	65%		
<b>PROJECT :</b>	P451 OTC QUARTERS	\$5,592,624	50%
<b>OWNER :</b>	US DEPARTMENT OF NAVY		
<b>CONTRACTOR:</b>	ABSHER CONSTRUCTION COMPANY		
<b>CONTACT :</b>	MICHAEL STEINTHAL 253 845 9544		
<b>ARCHITECT :</b>	DESIGN BUILD PROJECT		
<b>COMPLETION :</b>	DECEMBER 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	URI HILLSIDE RESIDENCE	\$3,002,546	65%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	KBE BUILDING CORPORATION		
<b>CONTACT :</b>	CRAIG ORTOLA 860 284 7411		
<b>ARCHITECT :</b>	LERNER/LADDS + BARTELS, INC.		
<b>COMPLETION :</b>	NOVEMBER 2012		
<b>% WITH OWN FORCES</b>	65%		
<b>PROJECT :</b>	RIC RECREATION CENTER	\$1,852,512	80%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	KBE BUILDING CORPORATION		
<b>CONTACT :</b>	TONY MANCINI 860 284 7411		
<b>ARCHITECT :</b>	DESIGN PARTNERSHIP OF CAMBRIDGE		
<b>COMPLETION :</b>	JULY 2012		
<b>% WITH OWN FORCES</b>	75%		

**DELTA MECHANICAL CONTRACTORS, LLC  
SUMMARY OF SIGNIFICANT CONTRACTS**

		<u>CONTRACT VALUE</u>	<u>% COMPLETE</u>
<b>PROJECT :</b>	CCRI KNIGHT CAMPUS	\$3,263,000	85%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS (GC)		
<b>CONTACT :</b>	FREDERICK PUCILLO		
<b>ARCHITECT :</b>	HUGHES ASSOCIATES, INC.		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	90%		
<b>PROJECT :</b>	CCRI FLANAGAN CAMPUS	\$1,375,135	90%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS (GC)		
<b>CONTACT :</b>	FREDERICK PUCILLO		
<b>ARCHITECT :</b>	HUGHES ASSOCIATES, INC.		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	ELECTROMAGNETIC SENSOR FACILITY	\$3,480,000	5%
<b>OWNER :</b>	NAVFAC MID ATLANTIC		
<b>CONTRACTOR:</b>	SUFFOLK CONSTRUCTION COMPANY		
<b>CONTACT :</b>	KEVIN KOEHLER		
<b>ARCHITECT :</b>			
<b>COMPLETION :</b>	JUNE 2013		
<b>% WITH OWN FORCES</b>	70%		
<b>PROJECT :</b>	CITIZENS BANK JB EAST	\$1,084,700	75%
<b>OWNER :</b>	CITIZENS BANK		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	PAUL TIERNEY		
<b>ARCHITECT :</b>	ROGER FERRIS & PARTNERS		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	URI CBLS 4TH FLOOR	\$1,282,100	40%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	ALISON SVENNINGSEN		
<b>ARCHITECT :</b>	PAYETTE ASSOCIATES		
<b>COMPLETION :</b>	OCTOBER 2012		
<b>% WITH OWN FORCES</b>	85%		

**DELTA MECHANICAL CONTRACTORS, LLC  
SUMMARY OF SIGNIFICANT CONTRACTS**

		<u>CONTRACT VALUE</u>	<u>% COMPLETE</u>
<b>PROJECT :</b>	FCA SPD & HVAC	\$1,050,000	0%
<b>OWNER :</b>	VA MEDICAL CENTER		
<b>CONTRACTOR:</b>	WILLIAMS BUILDING COMPANY		
<b>CONTACT :</b>	CARL ALTAMURA		
<b>ARCHITECT :</b>	SMRT		
<b>COMPLETION :</b>	MAY 2013		
<b>% WITH OWN FORCES</b>	85%		
<b>PROJECT :</b>	PHA - FOGARTY AND KENNEDY	\$1,534,000	5%
<b>OWNER :</b>	PAWTUCKET HOUSING AUTHORITY		
<b>CONTRACTOR:</b>	IRON CONSTRUCTION GROUP		
<b>CONTACT :</b>	STEVEN DEPASQUALE		
<b>ARCHITECT :</b>	LPL DESIGN CONSULTANTS INC		
<b>COMPLETION :</b>	NOVEMBER 2012		
<b>% WITH OWN FORCES</b>	95%		
<b>PROJECT :</b>	CLAIBORNE BELL ELEMENTARY SCHOOL	\$3,450,000	0%
<b>OWNER :</b>	NEWPORT SCHOOL COMMITTEE		
<b>CONTRACTOR:</b>	BACON CONSTRUCTION COMPANY		
<b>CONTACT :</b>	JOSEPH MCDONALD		
<b>ARCHITECT :</b>	GARCIA GALUSKA DESOUSA		
<b>COMPLETION :</b>	JULY 2013		
<b>% WITH OWN FORCES</b>	70%		

## Attachment - Item #2

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	CENTRAL HIGH SCHOOL	\$7,855,000	100%
<b>OWNER :</b>	PROVIDENCE PUBLIC BUILDING AUTHORITY		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	ANGELO PETROCELLI 401 456 5800		
<b>ARCHITECT :</b>	MOUNT VERNON GROUP		
<b>COMPLETION :</b>	AUGUST 2007		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	RI TRAFFIC TRIBUNAL	\$3,390,000	100%
<b>OWNER :</b>	STATE OF RI		
<b>CONTRACTOR:</b>	O AHLBORG & SONS INC		
<b>CONTACT :</b>	LUANN SCOTT 401 467 6300		
<b>ARCHITECT :</b>	EDWARD ROWSE ARCHITECTS		
<b>COMPLETION :</b>	MARCH 2007		
<b>% WITH OWN FORCES</b>	60%		
<b>PROJECT :</b>	BROOKS / ECKERD DRUG	\$5,144,000	100%
<b>OWNER :</b>	BROOKS / ECKERD DRUG		
<b>CONTRACTOR:</b>	DF PRAY AND SONS		
<b>CONTACT :</b>	VINCENT VILLELLA 508 336 3366		
<b>ARCHITECT :</b>	AHARONIAN & ASSOCIATES, INC.		
<b>COMPLETION :</b>	MAY 2007		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	WYATT DETENTION CENTER	\$8,493,000	100%
<b>OWNER :</b>	CENTRAL FALLS FACILITY CORPORATION		
<b>CONTRACTOR:</b>	O AHLBORG & SONS INC		
<b>CONTACT :</b>	FERNANDO TAVARES 401 467 6300		
<b>ARCHITECT :</b>	EDWARD ROWSE ARCHITECTS		
<b>COMPLETION :</b>	JULY 2007		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	URI STUDENT HOUSING (PLUMBING & HEATING)	\$12,038,000	100%
<b>OWNER :</b>	STATE OF RI		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	CHRIS BROWNING 401 456 5800		
<b>ARCHITECT :</b>	S/L/A/M		
<b>COMPLETION :</b>	APRIL 2007		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	TF GREEN AIRPORT TERMINAL IMPROVEMENTS	\$6,665,000	100%
<b>OWNER :</b>	RI AIRPORT CORPORATION		
<b>CONTRACTOR:</b>	SKANSKA USA		
<b>CONTACT :</b>	CAMERON SMITH 401 461 8265		
<b>ARCHITECT :</b>	RDK ENGINEERS		
<b>COMPLETION :</b>	SEPTEMBER 2007		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	RI JUVENILE TRAINING CENTER	\$9,849,000	100%
<b>OWNER :</b>	STATE OF RI		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>CONTACT :</b>	ROBERT VIERRA 401 456 5800		
<b>ARCHITECT :</b>	RICCI GREENE ASSOCIATES		
<b>COMPLETION :</b>	DECEMBER 2007		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	PONAGANSETT MIDDLE SCHOOL	\$3,943,000	100%
<b>OWNER :</b>	FOSTER/GLOCESTER REGIONAL BUILDING		
<b>CONTRACTOR:</b>	HV COLLINS		
<b>CONTACT :</b>	EDWARD HADFIELD 401 421 4080		
<b>ARCHITECT :</b>	AHARONIAN & ASSOCIATES		
<b>COMPLETION :</b>	AUGUST 2007		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	TOWER AT CARNEGIE ABBEY	\$13,467,000	100%
<b>OWNER :</b>	CARNEGIE ABBEY DEVELOPMENT		
<b>CONTRACTOR:</b>	BOVIS LEND LEASE		
<b>CONTACT :</b>	THOMAS PERRY 617 598 4300		
<b>ARCHITECT :</b>	BURT HILL RITTELMAN KOSAR ASSOCIATES		
<b>COMPLETION :</b>	APRIL 2009		
<b>% WITH OWN FORCES</b>	85%		
<b>PROJECT :</b>	NORTH SMITHFIELD MIDDLE SCHOOL	\$3,962,000	100%
<b>OWNER :</b>	TOWN OF NORTH SMITHFIELD		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	MATTEO ALIBRIO 401 456 5800		
<b>ARCHITECT :</b>	ROBINSON GREEN BERETTA, INC.		
<b>COMPLETION :</b>	SEPTEMBER 2008		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	URI BIO AND LIFESCIENCE CENTER	\$7,953,000	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	LYLE REED 401 456 5800		
<b>ARCHITECT :</b>	PAYETTE ASSOCIATES		
<b>COMPLETION :</b>	OCTOBER 2008		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	FIDELITY INVESTMENTS	\$3,564,000	100%
<b>OWNER :</b>	FIDELITY INVESTMENTS		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	HARM BROUWER 401 456 5800		
<b>ARCHITECT :</b>	RDK ENGINEERS		
<b>COMPLETION :</b>	DECEMBER 2008		
<b>% WITH OWN FORCES</b>	75%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	HANLEY CTE	\$2,339,000	100%
<b>OWNER :</b>	CITY OF PROVIDENCE		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	ANTHONY MURGIDA 401 228 7429		
<b>ARCHITECT :</b>	STUDIO JAED		
<b>COMPLETION :</b>	OCTOBER 2008		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	NAVY SUPPLY SCHOOL / BUILDING 1112	\$4,450,000	100%
<b>OWNER :</b>	US DEPARTMENT OF NAVY		
<b>CONTRACTOR:</b>	HV COLLINS COMPANY		
<b>CONTACT :</b>	EDWARD HADFIELD 401 421 4018		
<b>ARCHITECT :</b>	CREATIVE ENVIRONMENT		
<b>COMPLETION :</b>	APRIL 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	OCEAN HOUSE HOTEL	\$6,395,000	100%
<b>OWNER :</b>	BLUFF AVENUE LLC		
<b>CONTRACTOR:</b>	DIMEO CONSTRUCTION COMPANY		
<b>CONTACT :</b>	MARK BANFIELD 401 781 9800		
<b>ARCHITECT :</b>	CENTERBROOK ARCHITECTS AND PLANNERS		
<b>COMPLETION :</b>	JUNE 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	MIDDLETOWN POLICE FACILITY	\$1,439,000	100%
<b>OWNER :</b>	TOWN OF MIDDLETOWN		
<b>CONTRACTOR:</b>	EW BURMAN INC		
<b>CONTACT :</b>	JOHN WRIGHT 401 738 5400		
<b>ARCHITECT :</b>	THE LAWRENCE ASSOCIATES		
<b>COMPLETION :</b>	JUNE 2009		
<b>% WITH OWN FORCES</b>	70%		
<b>PROJECT :</b>	BLUE CROSS / BLUE SHIELD OF RI	\$15,428,000	100%
<b>OWNER :</b>	BLUE CROSS / BLUE SHIELD OF RI		
<b>CONTRACTOR:</b>	DIMEO CONSTRUCTION COMPANY		
<b>CONTACT :</b>	SCOTT EATON 401 781 9800		
<b>ARCHITECT :</b>	SYMMES MAINI & MCKEE		
<b>COMPLETION :</b>	SEPTEMBER 2009		
<b>% WITH OWN FORCES</b>	65%		
<b>PROJECT :</b>	COLT / ANDREWS SCHOOLS	\$2,588,000	100%
<b>OWNER :</b>	TOWN OF BRISTOL, RI		
<b>CONTRACTOR:</b>	LUSI CONSTRUCTION CO		
<b>CONTACT :</b>	ARMAND LUSI 401 232 1010		
<b>ARCHITECT :</b>	L A TORRADO ARCHITECTS		
<b>COMPLETION :</b>	SEPTEMBER 2008		
<b>% WITH OWN FORCES</b>	75%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	URI PELL MARINE SCIENCE CENTER	\$3,110,000	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	GEORGE MALAKIDIS 401 456 5800		
<b>ARCHITECT :</b>	BURT HILL RITTLEMAN KOSAR ASSOCIATES		
<b>COMPLETION :</b>	APRIL 2009		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	NARRAGANSETT SCHOOLS 2008	\$2,820,000	100%
<b>OWNER :</b>	TOWN OF NARRAGANSETT		
<b>CONTRACTOR:</b>	DIMEO CONSTRUCTION COMPANY		
<b>CONTACT :</b>	GEOFF BEDDOU 401 781 9800		
<b>ARCHITECT :</b>	LA TORRADO ARCHITECTS		
<b>COMPLETION :</b>	FEBRUARY 2009		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	NATHAN BISHOP SCHOOL	\$5,680,000	100%
<b>OWNER :</b>	CITY OF PROVIDENCE		
<b>CONTRACTOR:</b>	AGOSTINI CONSTRUCTION CO., INC.		
<b>CONTACT :</b>	CHAD HAWKSLEY 401 435 4848		
<b>ARCHITECT :</b>	ARCHITECTURE INVOLUTION, INC.		
<b>COMPLETION :</b>	AUGUST 2009		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	ROGER WILLIAMS UNIVERSITY RESIDENCE HALL	\$6,660,000	100%
<b>OWNER :</b>	ROGER WILLIAMS UNIVERSITY		
<b>CONTRACTOR:</b>	BOND BROTHERS		
<b>CONTACT :</b>	TED NEVELLS 617 387 3400		
<b>ARCHITECT :</b>	PERKINS & WILL		
<b>COMPLETION :</b>	AUGUST 2009		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	PROVIDENCE SCHOOLS - CTE	\$5,562,000	100%
<b>OWNER :</b>	CITY OF PROVIDENCE		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	ANTHONY MURGIDA 401 228 7429		
<b>ARCHITECT :</b>	STUDIO JAED		
<b>COMPLETION :</b>	AUGUST 2009		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	WOONSOCKET MIDDLE SCHOOLS	\$9,259,000	100%
<b>OWNER :</b>	CITY OF WOONSOCKET		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	JOANNA KRIPP 401 456 5800		
<b>ARCHITECT :</b>	STUDIO JAED		
<b>COMPLETION :</b>	NOVEMBER 2009		
<b>% WITH OWN FORCES</b>	80%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	RI PUBLIC TRANSIT AUTHORITY	\$3,959,000	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	HV COLLINS COMPANY		
<b>CONTACT :</b>	PATRICK COLLINS 401 421 4080		
<b>ARCHITECT :</b>	THE ROBINSON GREEN BERETTA COMPANY		
<b>COMPLETION :</b>	MAY 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	WARWICK INTERMODAL FACILITY	\$7,030,000	100%
<b>OWNER :</b>	RI AIRPORT CORPORATION		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	JAMES KENNEDY 401 456 5800		
<b>ARCHITECT :</b>	JACOBS EDWARDS & KELCEY		
<b>COMPLETION :</b>	OCTOBER 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	RI SCHOOL FOR THE DEAF	\$3,851,000	100%
<b>OWNER :</b>	RI SCHOOL FOR THE DEAF		
<b>CONTRACTOR:</b>	BACON CONSTRUCTION CO., INC		
<b>CONTACT :</b>	ROBERT GILCHRIST 401 431 1200		
<b>ARCHITECT :</b>	THE ROBINSON GREEN BERETTA COMPANY		
<b>COMPLETION :</b>	OCTOBER 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	CVS DATA CENTER	\$3,725,000	100%
<b>OWNER :</b>	CVS / CAREMARK CORPORATION		
<b>CONTRACTOR:</b>	DIMEO CONSTRUCTION COMPANY		
<b>CONTACT :</b>	ROBERT LAKE 401 781 9800		
<b>ARCHITECT :</b>	CUBE 3		
<b>COMPLETION :</b>	JUNE 2010		
<b>% WITH OWN FORCES</b>	90%		
<b>PROJECT :</b>	RI DIVISION OF MOTOR VEHICLES	\$3,981,000	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DIMEO CONSTRUCTION COMPANY		
<b>CONTACT :</b>	JEFFREY MORRIS 401 781 9800		
<b>ARCHITECT :</b>	LERNER/LADDS + BARTELS, INC		
<b>COMPLETION :</b>	AUGUST 2010		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	EAST GREENWICH MIDDLE SCHOOLS	\$4,320,562	100%
<b>OWNER :</b>	TOWN OF EAST GREENWICH		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	JOANNA KRIPP 401 456 5800		
<b>ARCHITECT :</b>	SYMMES MAINI & MCKEE ASSOCIATES		
<b>COMPLETION :</b>	MAY 2011		
<b>% WITH OWN FORCES</b>	75%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	P112V MARITIME SUBSURFACE	\$2,291,912	100%
<b>OWNER :</b>	US DEPARTMENT OF THE NAVY		
<b>CONTRACTOR:</b>	HV COLLINS CO		
<b>CONTACT :</b>	ROBERT GRZYB 401 421 4018		
<b>ARCHITECT :</b>	EDWARD ROWSE ARCHITECTS		
<b>COMPLETION :</b>	MAY 2011		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	CCRI-LINCOLN	\$5,153,963	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS LLC		
<b>CONTACT :</b>	MICHAEL SPOONER 401 737 3500		
<b>ARCHITECT :</b>	RAYMOND L. HORRIDGE & ASSOCIATES, INC		
<b>COMPLETION :</b>	AUGUST 2012		
<b>% WITH OWN FORCES</b>	50%		
<b>PROJECT :</b>	URI COLLEGE OF PHARMACY	\$13,665,574	95%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	SUFFOLK CONSTRUCTION COMPANY		
<b>CONTACT :</b>	JOHN KHAYALI 617 445 3500		
<b>ARCHITECT :</b>	PAYETTE ASSOCIATES		
<b>COMPLETION :</b>	FEBRUARY 2013		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	VA MEDICAL FCA	\$1,865,822	100%
<b>OWNER :</b>	DEPARTMENT OF VETERANS AFFAIRS		
<b>CONTRACTOR:</b>	KWV, INC.		
<b>CONTACT :</b>	THOMAS MARON 401 714 0209		
<b>ARCHITECT :</b>	SMRT		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	65%		
<b>PROJECT :</b>	P451 OTC QUARTERS	\$5,592,624	95%
<b>OWNER :</b>	US DEPARTMENT OF NAVY		
<b>CONTRACTOR:</b>	ABSHER CONSTRUCTION COMPANY		
<b>CONTACT :</b>	MICHAEL STEINTHAL 253 845 9544		
<b>ARCHITECT :</b>	DESIGN BUILD PROJECT		
<b>COMPLETION :</b>	DECEMBER 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	URI HILLSIDE RESIDENCE	\$3,002,546	100%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	KBE BUILDING CORPORATION		
<b>CONTACT :</b>	CRAIG ORTOLA 860 284 7411		
<b>ARCHITECT :</b>	LERNER/LADDS + BARTELS, INC.		
<b>COMPLETION :</b>	NOVEMBER 2012		
<b>% WITH OWN FORCES</b>	65%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	RIC RECREATION CENTER	\$1,852,512	100%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	KBE BUILDING CORPORATION		
<b>CONTACT :</b>	TONY MANCINI 860 284 7411		
<b>ARCHITECT :</b>	DESIGN PARTNERSHIP OF CAMBRIDGE		
<b>COMPLETION :</b>	JULY 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	CCRI KNIGHT CAMPUS	\$3,263,000	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS (GC)		
<b>CONTACT :</b>	FREDERICK PUCILLO		
<b>ARCHITECT :</b>	HUGHES ASSOCIATES, INC.		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	90%		
<b>PROJECT :</b>	CCRI FLANAGAN CAMPUS	\$1,375,135	100%
<b>OWNER :</b>	STATE OF RHODE ISLAND		
<b>CONTRACTOR:</b>	DELTA MECHANICAL CONTRACTORS (GC)		
<b>CONTACT :</b>	FREDERICK PUCILLO		
<b>ARCHITECT :</b>	HUGHES ASSOCIATES, INC.		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	80%		
<b>PROJECT :</b>	ELECTROMAGNETIC SENSOR FACILITY	\$3,480,000	60%
<b>OWNER :</b>	NAVFAC MID ATLANTIC		
<b>CONTRACTOR:</b>	SUFFOLK CONSTRUCTION COMPANY		
<b>CONTACT :</b>	KEVIN KOEHLER		
<b>ARCHITECT :</b>			
<b>COMPLETION :</b>	JUNE 2013		
<b>% WITH OWN FORCES</b>	70%		
<b>PROJECT :</b>	CITIZENS BANK JB EAST	\$1,084,700	100%
<b>OWNER :</b>	CITIZENS BANK		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	PAUL TIERNEY		
<b>ARCHITECT :</b>	ROGER FERRIS & PARTNERS		
<b>COMPLETION :</b>	JUNE 2012		
<b>% WITH OWN FORCES</b>	75%		
<b>PROJECT :</b>	URI CBLS 4TH FLOOR	\$1,282,100	100%
<b>OWNER :</b>	RI BOARD OF GOVERNORS FOR HIGHER EDUCATION		
<b>CONTRACTOR:</b>	GILBANE BUILDING COMPANY		
<b>CONTACT :</b>	ALISON SVENNINGSSEN		
<b>ARCHITECT :</b>	PAYETTE ASSOCIATES		
<b>COMPLETION :</b>	OCTOBER 2012		
<b>% WITH OWN FORCES</b>	85%		

<b>DELTA MECHANICAL CONTRACTORS, LLC</b>			
<b>SUMMARY OF SIGNIFICANT CONTRACTS</b>			
		<b>CONTRACT VALUE</b>	<b>% COMPLETE</b>
<b>PROJECT :</b>	FCA SPD & HVAC	\$1,050,000	20%
<b>OWNER :</b>	VA MEDICAL CENTER		
<b>CONTRACTOR:</b>	WILLIAMS BUILDING COMPANY		
<b>CONTACT :</b>	CARL ALTAMURA		
<b>ARCHITECT :</b>	SMRT		
<b>COMPLETION :</b>	NOVEMBER 2013		
<b>% WITH OWN FORCES</b>	85%		
<b>PROJECT :</b>	PHA - FOGARTY AND KENNEDY	\$1,534,000	95%
<b>OWNER :</b>	PAWTUCKET HOUSING AUTHORITY		
<b>CONTRACTOR:</b>	IRON CONSTRUCTION GROUP		
<b>CONTACT :</b>	STEVEN DEPASQUALE		
<b>ARCHITECT :</b>	LPL DESIGN CONSULTANTS INC		
<b>COMPLETION :</b>	NOVEMBER 2012		
<b>% WITH OWN FORCES</b>	95%		
<b>PROJECT :</b>	CLAIBORNE BELL ELEMENTARY SCHOOL	\$3,450,000	55%
<b>OWNER :</b>	NEWPORT SCHOOL COMMITTEE		
<b>CONTRACTOR:</b>	BACON CONSTRUCTION COMPANY		
<b>CONTACT :</b>	JOSEPH MCDONALD		
<b>ARCHITECT :</b>	GARCIA GALUSKA DESOUSA		
<b>COMPLETION :</b>	JULY 2013		
<b>% WITH OWN</b>			

ITEM 3

Bruce A. Bookbinder  
Delta Mechanical Contractors, LLC  
President / CEO

**OVERVIEW:**

With over 35 years experience in the plumbing and mechanical contracting industries, Bruce Bookbinder has successfully owned and managed Delta Mechanical Contractors to be one of the fastest growing, premier mechanical contracting operations in New England.

After graduating from the University of Miami in 1975 with a degree in Aerospace Management, Bruce joined his family's union plumbing and heating business. Over the years, Bruce developed relationships with all the prominent general contractors in the area and in 1991 he started his own open shop company, Delta Mechanical.

Since Delta's inception in 1991, it has completed over \$600,000,000 of plumbing and HVAC systems. With current annual revenues exceeding \$60,000,000 and a surety bond program that supports a \$25,000,000 single job limit and an aggregate work program of \$80,000,000, Delta Mechanical has distance itself from the competition and provides its customers with unparalleled professional service.

Clients can rely on Delta to deliver its scope of work with a high degree of quality and timeliness.

Bruce retains overall responsibility for estimating, purchasing and project management on renovations and new construction. Mr. Bookbinder's years of experience give him a unique ability to analyze designs and systems and recommend the most cost effective and viable approach while maintaining the original intent of the owner and engineer.

**RECENT RELEVANT EXPERIENCE:**

University of Rhode Island – New Student Housing

This recently completed \$12,000,000 plumbing and HVAC new construction project houses several hundred students at the Kingston campus of the State University. Significant time pressures existed and were met to ensure the housing requirements of the school.

## RECENT RELEVANT EXPERIENCE (CONT'D)

### TF Green Airport Terminal Improvements and Maintenance Facility

The expansion project at the Providence Airport provided Delta with over \$9,000,000 of plumbing, HVAC and Fire Protection work. This project required a significant coordination effort to minimize the disruption to the functionality of the terminal as well as working through extraordinary security precautions. The contract included over \$750,000 of change orders and was completed on time.

### Wyatt Detention Facility

We performed the plumbing and heating work for this \$8,500,000 renovation and addition to the Federal Prison in Central Falls Rhode Island. The project consisted of providing 180 new cells for inmates along with visitation areas, hearing rooms, administrative offices, kitchen facility and a central boiler / chiller plant. In addition, we performed renovations to approximately 25,000 square feet of the existing occupied facility. Extensive security measures and a timely turnover of cells were essential to the project success.

### Bank of America Operations Center

This rapid paced 174,000 square foot operations center was completed in a record 6 month time frame at a cost of \$9,700,000. We installed computer room cooling with approximately 150 tons of cooling at 60000 cfm, space heating with 8,000,000 BTU's of heat through 20000 feet of pipe, 420 tons of space cooling with 10 roof top units and 168,000 cfm and plumbing with over 200 fixtures and 600 gallons of hot water storage.

### Ponagansett Middle School

We provided \$4,200,000 of new plumbing and HVAC systems to this state of the art school in Glocester, Rhode Island. Our work throughout the facility included classrooms, auditorium, cafeteria and gymnasium areas. The job was completed 4 weeks ahead of schedule.

## RECENT RELEVANT EXPERIENCE (CONT'D)

### RI Juvenile Training Center

Delta has a \$9,800,000 contract to construct the plumbing, HVAC and Fire Protection work in these two state of the art facilities that exemplifies contemporary security systems as well as exceeds all energy conservation expectations. This project required additional attention due to the numerous modifications issued during the course of the project. Through the experience, expertise and dedication of Delta, the mechanical construction schedule is on track and will be completed as planned.

### Brooks / Eckerd Drugs Headquarters

Our plumbing, heating and fire protection teams performed the work in this 260,000 square-foot World Headquarter facility. We provided over \$5,100,000 of new construction at this predominately office location. The installation included 12,000,000 BTU's of hydronic heating from six Patterson-Kelley boilers. The facility was air conditioned by 17 fifty (50) ton Lennox Roof Top units that supply air through over 240 VAV boxes. Johnson Controls provided the automation.

### Meeting Street School

Delta installed over \$2,200,000 of new HVAC and fire protection systems in Providence at this LEED certified schooling facility for the handicapped. Our work included Energy Recovery Roof Top Units and the Taco Load-Match hot water and chilled water piping systems.

### Newport Heights 3

This \$2,000,000 new plumbing and heating job in Middletown, RI was for 71 affordable condominium units.

### G Tech Corporate Center

Located in downtown Providence, this landmark project included HVAC and plumbing for a 10 story office facility with underground parking and first floor retail areas. Based on our superior performance, we were awarded the tenant fit-out package and along with some of the retail areas. Our aggregate contract value exceeded \$6,700,000.

## RECENT RELEVANT EXPERIENCE (CONT'D)

### Central High School

This \$6,800,000 plumbing, mechanical and fire protection work has been on-going for over two years. Our original contract value was \$1,800,000 and as a result of continued quality performance, we have been engaged over the past two years to perform significant change order work. This school is in a downtown Providence location, is 4 stories tall and is scheduled for completion in the winter of 2007. The project requirements included careful manpower and work area planning to avoid disruption to the daily school activities.

### Independence Hall

Another time sensitive project, this \$2,500,000 contract was for the renovation of classrooms, the central lobby, study hall, and auditorium areas. The building is comprised of 3 stories and 125,000 square feet. We provided an energy efficient water source heat pump system along with energy recovery units for the make up air in the central area's of the interior.

## DAVID M. GREENBERG

7 Toni Circle

North Smithfield, Rhode Island 02896

(401) 996-8300 / [d.greenberg@deltamechlhc.com](mailto:d.greenberg@deltamechlhc.com)

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### PROFILE:

*Successful entrepreneur with over 25 years of construction finance and management experience. In an eight year time frame, owned and developed a mechanical contracting operation from inception through sale to a major utility company. After the sale of the business, continued to act as an advisor to the Board of Directors of the acquiring company. Proficient as the liaison between the business operation and the financial community. Other experiences include working with construction businesses and the banking/bonding community; providing consultation services to businesses; developing business plans; preparing financial statements; planning and administering budgets; negotiating lines of credit and bonding programs with growth oriented companies; maintaining financial controls from startup venture to takeover/buyout; negotiating company sales; interacting with business brokers. Adept in building relationships with industry experts for insurance and bonding. Strong work ethic and integrity. Computer proficient.*

### EDUCATION:

BRYANT COLLEGE, Smithfield, Rhode Island  
MASTER OF SCIENCE/TAXATION

BOSTON UNIVERSITY, Boston, Massachusetts  
BACHELOR OF SCIENCE/BUSINESS ADMINISTRATION  
Concentration: ACCOUNTING *Cum Laude*

### CERTIFICATIONS:

Certified Public Accountant

### PROFESSIONAL MEMBERSHIPS:

Construction Financial Management Association  
Associated Builders and Contractors (Rhode Island Chapter)

### EXPERIENCE:

1999-Present

DELTA MECHANICAL CONTRACTORS LLC, f/k/a DELTA KEYSpan, LLC, Warwick, Rhode Island

Mechanical Contracting

#### CHIEF FINANCIAL ADVISOR

Direct overall finance management, planning, budgeting and reporting functions for Delta Mechanical the successor to Delta Keyspan LLC. During the Keyspan ownership period served as the CFO for the New England Hub of Keyspan Business Solutions (union and non-union mechanical contractors as well as HVAC service and control operations - aggregated revenues of this group approximates \$115 million annually). Additional duties include: conducting job profitability reviews; overseeing financial statement preparation; forecasting revenue and profits; performing rolling projections; working with all facets of insurance; conducting weekly management meetings; identifying shortages/excesses; liaising between local operations and corporate office in New York regarding operational and financial reporting issues; developing and implementing systems and procedures; meeting deadlines.

DAVID M. GREENBERG

*Accomplishments:*

- *Developed systems and procedures for accounts payable/receivable, payroll and job costing functions.*
- *Directed several computer migrations.*
- *Met all reporting deadlines.*

1991-1999

DELTA MECHANICAL, INC., Warwick, Rhode Island  
OWNER/BUSINESS & FINANCIAL CONSULTANT

Led the financial and administrative areas of a highly successful, rapidly growing open shop mechanical contractor. Duties included: acting as a liaison between small businesses, financial and insurance communities; developing business plans; producing accurate, timely and reliable financial statements; performing financial projections; conducting insurance reviews; attending bank and board of director meetings; negotiating lines of credit; succession planning buyouts, cross-purchase agreements; structuring and coordinating estate planning.

*Accomplishments:*

- *Began in a part-time ownership role; assumed full time position.*
- *Company is recognized as a premier mechanical contractor in the State of Rhode Island*
- *Grew company on open/merit shop basis.*
- *Treasurer of Associated Builders and Contractors*
- *Achieved several years of 100% controlled annual revenue growth.*
- *Groomed, primed, and sold business for multi-million dollar transaction.*
- *Successfully managed growth from \$300,000 to \$30 million.*

1982-1989

MARSHALL CONTRACTORS, INC., East Providence, Rhode Island  
General Contractors

VICE PRESIDENT OF FINANCE

Performed overall financial management. Primary contact for banking, bonding and surety relationships. Duties included: forecasting financials for real estate investments; syndicating real estate ventures; reporting financials; planning and administering budget.

*Accomplishments:*

- *Started employment as Accounting Manager; promoted to Controller 1983 and to Vice President of Finance 1984.*
- *Instrumental in company growth from a \$57 million operation to a \$300 million business.*
- *Directed and participated in several computer conversion projects.*

1979-1982

DELOITTE & TOUCHE, Boston, Massachusetts  
International Certified public accountant Firm  
SENIOR ACCOUNTANT-CONSTRUCTION INDUSTRY GROUP

Jeffrey Bookbinder  
Delta Mechanical Contractors, LLC  
Chief Estimator

**OVERVIEW:**

With over 35 years experience in the plumbing and mechanical contracting industries, and the last 12 years at Delta Mechanical, Jeff Bookbinder has been the primary estimating resource for this successful business operation.

Jeff attended Clarkson University and in 1969 joined the Rhode Island Plumbers and Pipefitters union. Jeff worked diligently learning the trades while being employed by his family's business that was started by his grandfather. After 25 years of various on site project experiences, Jeff became a full time estimator.

**RECENT RELEVANT ESTIMATES:**

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This recently completed \$12,000,000 plumbing and HVAC new construction project houses several hundred students at the Kingston campus of the State University. Significant time pressures existed and were met to ensure the housing requirements of the school.

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### Independence Hall

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# Peter A. Rocchio

30 Rose Street, Narragansett, RI 02882 H (401) 783-8470 C (401) 286-5265  
 Email PMRocchio@aol.com

**PROFILE:** Over 15 years experience managing multiple HVAC, plumbing, refrigeration and general construction projects ranging in contract value from \$1,000 to over \$8,000,000.

**EDUCATION:** Bachelor of Science, Mechanical Engineering  
 University of Rhode Island, Kingston RI  
 Institute of Project Management CCE Certificate  
 University of Texas, Austin, TX

**EXPERIENCE:**

2001-Present *Delta Mechanical LLC, Warwick, RI*

1991-2001 *Marandola Mechanical, Warwick, RI*  
 Project Manager / Administrator

## APPLIED PROFESSIONAL SKILLS/MULTIPLE & CONCURRENT PROJECTS

- Purchasing material & equipment that meets the projects requirements including alternate manufactures that meet the specifications with cost savings.
- Negotiating contracts with subcontractors, reviewing scope and purchasing competent subcontractors that will deliver the project on time and under budget.
- Scheduling a labor force to meet the demands of the contract schedule. Maximizing production by monitoring the job and adding crews with demand well as pulling back in order to maximize production
- Working with the job foreman in order to establish a plan and set goals that will be met during all phases of construction.
- Expediting material and equipment deliveries in conjunction with the construction schedule to minimize materials handling and utilize equipment
- Scheduling Subcontractors and subcontractor trades as required by the contract schedule.
- Working with the Construction Management team throughout the project in order to assist in solving the many items that arise during a construction project.
- Value engineering equipment in systems to obtain similar results at a cost savings to the owner.
- Cost budget performance analysis
- Contract change orders estimating and negotiation of the cost impacts due to changes in contract scopes.
- Contract requisition billing

1989 - 1998

### Estimator

Duties include estimating labor and material excess of \$15,000,000.

### Select Sampling of Projects Managed 1997 - 2005

<u>Project Value</u>	<u>Location</u>	<u>System</u>	<u>Approx. Contract</u>
Hilton Garden Inn	Warwick RI	HVAC, Plumbing & Fire	\$1,700,000
Watson Center for Technology	Providence, RI	HVAC	\$175,100
South County Hospital	Wolkefield, RI	HVAC, Plumbing & Fire	\$3,847,000
Cox Communications	West Warwick, RI	HVAC, Plumbing	\$2,009,267
EMC	Hopkinton, MA	HVAC, Plumbing & Fire	\$5,101,365
Jefferson @ Providence Place	Providence, RI	HVAC, Plumbing & Fire	\$7,500,000

Wyeth Ayrest Pharmaceutical  
 URI Steam plant Upgrades  
 Super Stop & Shop  
 Nordstrom  
 Raytheon Systems Grid, Restrooms,  
 Chiller & Cooling Tower  
 Beacon Mutual Insurance  
 Met Life New Kitchen  
 South County Hospital  
 Fatima Hospital  
 RIPTA Garage

West Greenwich, RI  
 Kingston RI  
 Newport & Narragansett  
 Providence. Place Mall

Panama, RI  
 Warwick, RI  
 Warwick, RI  
 South Kingston, RI  
 North Providence, RI  
 Providence, RI

HVAC, Plumbing	\$2,400,000
HVAC, Plumbing & Site work	\$5,500,000
HVAC & Plumbing	\$1,000,000
Plumbing	\$900,000
HVAC & Plumbing	\$875,000
Plumbing	\$230,000
HVAC & Plumbing	\$140,000
HVAC & Plumbing	\$1,100,000
HVAC & Plumbing	\$2,200,000
HVAC, Plumb & Process Pipe	\$2,900,000

**AFLATIONS:**  
**INTERESTS:**  
**REFRANCES:**

New England Mechanical Contractors  
 Golf, Tennis, Running  
 Available on Request

# JOHN F. SMITH JR.

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46 Pires Drive  
Oakdale CT. 06370  
(860) 848-8878 Home Phone  
(401)473-4753 Cell Phone

**SUMMARY:** Experienced Mechanical Contractor, General Construction & Operations Manager with Connecticut P2 and S4 Journeyman Licenses (plumbing, heating & cooling, unlimited) Excellent command of Industrial, Commercial & Government applications / codes. Accustomed to bringing high dollar, technically complex projects in on time and on/under budget. Build strong working relationships with employees, architects, engineers, owners, fire & building code officials and all trades.

**EXPERIENCE:** November 2005

Delta Mechanical Contractors, LLC  
Project Manager

Responsible for overseeing mechanical projects at the University of Rhode Island.  
Review and coordinate all materials, and labor to complete projects. Review and prepare all submittals, correspondence, schedules, change order requests, proposals and update project budgets.  
Review and prepare all monthly requisitions.  
Insure compliance with contracts, project schedules, client satisfaction and profit objectives.

May 2004 - September 2005

Ferguson Mechanical Co., Inc.  
General Manager Mechanical Construction

Responsible for implementation of construction software Expedition, participate in final review of project estimates. Participate in contract negotiations, and contract review.  
Oversee Project Managers and Project Assistants.  
Prepare project cost codes, oversee job cost, review estimated cost to complete.  
Oversee purchasing of subcontracts and materials  
Hire & Supervise field personnel  
Review & Prepare correspondence, change order requests, proposals, change orders update project budgets.  
Review all monthly requisitions, Interact with accounting department.  
Insure compliance with contracts, project schedules, client satisfaction and profit objectives.

June 2003 - May 2004

The Nutmeg Companies Inc.  
General Contractors

Sr. Project Manager

Responsible for implementation of construction software Expedition, and implementation of project management duties. Responsible for managing General Construction of a design build medical center in Norwich CT., a negotiated three story Apartment complex in Norwich, Ct., and the State of Connecticut Appellate Court House project in Hartford CT.

March 1996 - September 2002

Delta KeySpan, LLC

Vice President of Operations:

On behalf of major Mechanical Contracting firm, responsible for coordinating all technical, logistical, and staffing needs for multi million dollar construction, new, design/build, and renovation projects (throughout RI and MA) Review and participate in choosing new projects, review estimates, negotiate contracts, create project budgets.

Assign and oversee Project Managers / Project Assistants.

Insure quality of work, compliance with contracts; project schedules client satisfaction and profit objectives.

Hire and supervise all management staff for operations.

Oversee purchasing of subcontractors, and materials.

Review correspondence; change order requests, proposals, and change orders, update project budgets.

Review estimated costs to complete on project with Project Managers finalize for CFO review

Review all monthly requisitions prepared by Project Managers Interact with accounting department.

1979-1996

Kendland Company Inc.

1990 - 1996 Vice President:

Oversee all office administrative functions, operations, estimating, and accounting, negotiated contracts, reviewed all estimated cost to complete and financial statements, reviewed bonding requirements for projects and bonding company.

1987 - 1990

Kendland Company Inc.

Operations Manager:

Reviewed projects awarded, assign and oversee Project Managers / Project Assistants, Assign foreman.

Review all project correspondence, and purchasing.

Chair operations meetings with managers

1984 - 1987

Kendland Company Inc.

Project Manager:

Take projects from concept thru C.O Insure quality of work, compliance with specifications, codes, and project schedules & profits objectives.

- Establish schedules, manpower, equipment and material requirements.

- Procure permits, interpret drawings and contracts.

- Hire & supervise subcontractors. Oversee Purchasing, contract & budget administration

- Attend progress meetings, work closely with architects, engineers, owners and c supervisors to identify and resolve problems.

- Negotiate equitable fees for change orders/additional work requirements.

1979 - 1984

Served as Plumbing & HVAC Mechanic (3 years), Project Foreman / Supervisor (3 years) Held significant technical, operations management & site supervision responsibilities. Trouble shot design, installation, material and labor problems.

**ASSETS:** Excellent mechanical & management background, bring strong technical, logistical and communication skills to my work. Able to build consensus brings parties together in a common cause. Well organized, skilled in handling administrative and financial detail, labor demands. Safeguard company and client interests, bring jobs in on schedule and budget. Welcome responsibility, a fast pace and a chance to produce tangible results.

**REFERENCES:** Available upon Request

**Project highlights include:**

- State of Connecticut Cheshire Correctional Facility 1.7 million
- State of Connecticut Niantic Women's Correctional Facility 3.6 million
- State of Connecticut Montville Correctional Facility 5.8 million
- State of Connecticut Uconn Athletic Facility 3.1 million
- State of Rhode Island Department of Labor & Training Cranston R.I 3.5 million
- Washington Hall Kitchen Renovations West Point Military Academy 7 million
- Strategic Maritime Facility Newport R.I. Navy Base 3.6 million
- Undersea Weapons facility Newport R.I. Navy Base 1.6 million
- Underground Steam & Condensate replacement Westover Air Force Base 2.7 million
- Building 260 Pfizer Central Research Groton CT. 6.5 million
- Building 274 Cage Wash Pfizer Central Research Groton CT. 2.7 million
- Building 156 Canine Facility Pfizer Central Research Groton CT. 1.7 million
- Fidelity Investment Building B, Smithfield R.I 6.6 million
- University of Mass. Dartmouth Student Dorm North Dartmouth Mass. 6.1 million
- Factory Mutual Insurance Test Burn Facility Gloucester R.I 8.3 million
- Appellate Court House Hartford CT. General Construction 5.3 million
- Wawecus Medical center design Build General Construction 1.2 million
- A.I Prince Tech Renovation Hartford CT. 15 million

# *MICHAEL R. SPOONER*

*60 Janet Drive  
Cranston, RI 02921  
(401) 941-6138*

## *SUMMARY:*

Experienced Mechanical Superintendent, General Foreman with Rhode Island State Master Plumbing License, and Medical Gas Licenses. Excellent knowledge of reading plans, and specifications for types of construction / codes, accustomed to bringing high dollar, technically complex projects in on time and on / under budget. Build strong working relationships with employees, architects, engineers, owners, fire and building code officials and all trades.

## *EXPERIENCE:*

**May 2000 – Present**

**Delta Mechanical Contractors, LLC**

**General Foreman / Superintendent**

Responsible for overseeing plumbing and HVAC projects in the field, review and coordinate layout for field installation with project schedules, oversee manpower requirements, attend project meetings, schedule material deliveries insure compliance with contracts, project schedules, client satisfaction and project objectives.

**Jan 1993 – April 2000**

**Pagnozzi Plumbing & Heating**

**Mechanical Foreman /Lead Mechanical Technician**

Responsible for overseeing plumbing & heating projects in the field, coordinating all mechanical service calls & troubleshooting. Schedule field manpower and assist in scheduling all field issues.

**Jan 1990 – Dec 1992**

**Spidel Textron**

**Boiler Plant Engineer**

Responsible for maintaining plant boilers, while working at Spidel, attended New England Technical Institute in the evenings and obtained an Associates Degree in Plumbing and Heating and a certification in computers and electronics.

**Jan 1988 – Dec 1989**

**A1 Security Owner**

**Modern Security Co – Owner**

Responsible for selling and installation of Home, Auto, and Boat security systems.

*Affiliated Qualifications / Certifications*

OSHA 30 certified  
CPR & First Aid Certified  
Confined Space Entry Certified  
3M Fire Stopping Certification  
Equipment Lifts and Boom Lift certified  
Pass Load Equipment certified  
Gas Flex installation certification  
Boiler Engineers License

*Significant Project Highlights*

Fidelity Investments, Smithfield, RI, General Superintendent  
URI Residence Dorms Plumbing, General Superintendent  
URI Residence Dorms HVAC, General Foreman  
URI Hope Dining Facility, General Foreman  
URI Little Four Renovations, General Foreman  
Peerless Building, Providence, RI, General Foreman  
Providence College, General Foreman  
South County Hospital, Foreman  
Building 1157, Newport Navy Base, Foreman



Steven L. Wiseman

136-1 North Washington Street

Norton, MA. 02766

## Resume

### Qualification Summary:

I offer forty years of experience in the mechanical and electrical trades. This experience includes fuel oil installation and service, fire protection systems installation and service, refrigeration systems installation and service, pipefitting, plumbing and HVAC installation and service. I hold Massachusetts licenses in all of these trades. I am also experienced in electrical contracting and controls although I am not licensed in these trades. For the past twenty three years I have been employed as an estimator, operations manager or project manager in the mechanical contracting industry. I have managed projects in the residential, commercial and industrial fields including laboratories, power plants, water treatment, hospitals and drug industries.

### Recent Projects:

HVAC Project Manager for The Macallen Building, the first 'green' residential development in Boston.

HVAC Project Manager for Nouvelle at Natick, luxury condominium high rise.

HVAC, Plumbing and Fire Protection Project Manager for two mixed use Buildings at Northeastern University.

HVAC project Manager for The Plymouth Trial Court.

HVAV and Plumbing Project Manager for the Fall River Trial Court.

HVAC and Process Piping Project Manager for the CUB Building and utilities distribution at the Bristol Myers Drug Manufacturing facility in Devens Massachusetts.

### Employment Experience:

**October 2008- Present: Project Executive for Plumbing and Mechanical Trades for Commercial, Educational and Government Projects.**

2005 – 2008 Project Manager N. B. Kenney Co., Inc. Managing projects with a combined value of over fifty million dollars in the HVAC and Plumbing trades.

2002 – 2005 Project Manager J. C. Cannistraro LLC. Managed projects in the HVAC, Plumbing and Fire Protection trades.

RI Licenses MP01955 & MF16031

83 Vermont Avenue ▲ Building 3 ▲ Warwick ▲ Rhode Island ▲ 02888 ▲ 401-737-3500 ▲ Fax 401-737-3518

2000 – 2002 Project Manager and Estimator Harding and Smith. HVAC, Plumbing and Fire Protection trades.

1999 – 2000 Project Manager Millennium Mechanical Inc. Managed HVAC and Plumbing projects.

1995 – 2000 Owner Boston Mechanical Contracting Co. HVAC, Plumbing, Fire Protection and Electrical Contracting.

1990 – 1995 Manager Boston Air Systems. HVAC and Plumbing installations and service.

1986 – 1990 Operations/ Project Manger Empire Engineering Co., Inc. Installation and service of main frame computer facilities.

**SYCAMORE ENTERPRISES, LLC  
AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS**

**FOR THE YEARS ENDED  
SEPTEMBER 30, 2013 AND 2012**

Delta Mechanical Contractors, LLC  
Financial Documents - CONFIDENTIAL

