

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7549957A1
Solicitation Title: HEATING, VENTILATION AND AIR CONDITIONING SERVICES & REPAIR (MPA-136) -
ADDENDUM 1 (9 PGS)
**Bid Proposal Submission
Deadline Date & Time:** 11/2/2015 11:30 AM
RIVIP Vendor ID #: 31492
Bidder Name: Delta Mechanical Contractors LLC
Address: 44 Wilclar Street
Warwick , RI 02886
USA
Telephone: (401) 737-3500
Fax: (401) 739-7376
Contact Name: Bruce Bookbinder
Contact Title: President
Contact Email: j.bookbinder@deltamechllc.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N
4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Bruce Beckhinder - President

Dale Greenberg - Vice President

Kim Beckhinder - Treasurer

Michael Spooner - Secretary

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. 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 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Delta Mechanical Contractors, LLC	
	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) ▶ <u> S </u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 44 Wilclar Street	Requester's name and address (optional)
	City, state, and ZIP code Warwick, RI 02886	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																
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.																																																
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	Social security number																		-			-						Employer identification number									0	5		-	0	5	0	7	0	6	7
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (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 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. 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.	
Sign Here	Signature of U.S. person ▶ Date ▶ <u>11/13/13</u>

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:

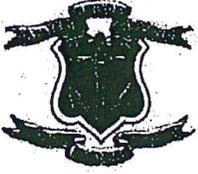
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your 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.



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Ohara 2nd, John F
 PHONE #: 401-574-8125

CREATION DATE : 16-OCT-15
 BID NUMBER: 7549957
 TITLE: HVAC Services and Repair (MPA-136)
 BLANKET START : 01-DEC-15
 BLANKET END : 30-NOV-16
 BID CLOSING DATE AND TIME:02-NOV-2015 11:30:00

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
1	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Straight Time Hourly Rate Onsite Highest Tier	859.00	Hour	\$107.10	\$91,998.90
2	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Straight Time Hourly Rate Onsite Medium Tier	1,516.00	Hour	\$107.10	\$162,363.60
3	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Straight Time Hourly Rate Onsite Lowest Tier	960.00	Hour	\$107.10	\$102,816.00
4	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Overtime Hourly Rate Onsite Highest Tier	8.00	Hour	\$169.92	\$1359.36
5	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Overtime Hourly Rate Onsite Medium Tier	45.00	Hour	\$169.92	\$7646.40
6	MPA-136 12/1/15-11/30/16 Pipefitter Master 1 Overtime Hourly Rate Onsite Lowest Tier	3.00	Hour	\$169.92	\$509.76
7	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$97.58	\$97.58
8	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$97.58	\$97.58
9	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$97.58	\$97.58
10	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$145.77	\$145.77
11	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$145.77	\$145.77
12	MPA-136 12/1/15-11/30/16 Pipefitter Journeyperson 1 Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$145.77	\$145.77
13	MPA-136 12/1/15-11/30/16 Apprentice Pipefitter Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$79.00	\$79.00
14	MPA-136 12/1/15-11/30/16 Apprentice Pipefitter Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$79.00	\$79.00

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
15	MPA-136 12/1/15-11/30/16 Apprenctice Pipefitter Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$79.00	\$79.00
16	MPA-136 12/1/15-11/30/16 Apprentice Pipefitter Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$116.61	\$116.61
17	MPA-136 12/1/15-11/30/16 Apprentice Pipefitter Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$116.61	\$116.61
18	MPA-136 12/1/15-11/30/16 Apprentice Pipefitter Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$116.61	\$116.61
19	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$107.10	\$107.10
20	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$107.10	\$107.10
21	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$107.10	\$107.10
22	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$169.92	\$169.92
23	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$169.92	\$169.92
24	MPA-136 12/1/15-11/30/16 Refrigeration Master 1 Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$169.92	\$169.92
25	MPA-136 12/1/15-11/30/16 Refrigeration Journey person 1 Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$97.58	\$97.58
26	MPA-136 12/1/15-11/30/16 Refrigeration Journey person 1 Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$97.58	\$97.58
27	MPA-136 12/1/15-11/30/16 Refrigeration Journey person 1 Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$97.58	\$97.58
28	MPA-136 12/1/15-11/30/16 Refrigeration Journey person 1 Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$145.77	\$145.77
29	MPA-136 12/1/15-11/30/16 Refrigeration Journey person 1	1.00	Hour	\$145.77	\$145.77

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 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Ohara 2nd, John F
 PHONE #: 401-574-8125

CREATION DATE : 16-OCT-15
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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
	Overtime Hourly Rate Onsite Medium Tier				
30	MPA-136 12/1/15-11/30/16 Refrigeration Journeyman 1 Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$145.77	\$145.77
31	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$79.00	\$79.00
32	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$79.00	\$79.00
33	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$79.00	\$79.00
34	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$116.61	\$116.61
35	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$116.61	\$116.61
36	MPA-136 12/1/15-11/30/16 Apprentice Refrigeration Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$116.61	\$116.61
37	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$108.25	\$108.25
38	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$108.25	\$108.25
39	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$108.25	\$108.25
40	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$140.23	\$140.23
41	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$140.23	\$140.23
42	MPA-136 12/1/15-11/30/16 Sheet Metal 1 Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$140.23	\$140.23
43	MPA-136 12/1/15-11/30/16 Sheet Metal Journeyman 1	1.00	Hour	\$99.63	\$99.63

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Line	Description	Quantity	Unit	Unit Price	Total
	Straight Time Hourly Rate Onsite Highest Tier				
44	MPA-136 12/1/15-11/30/16 Sheet Metal Journey person 1 Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$99.63	\$99.63
45	MPA-136 12/1/15-11/30/16 Sheet Metal Journey person 1 Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$99.63	\$99.63
46	MPA-136 12/1/15-11/30/16 Sheet Metal Journey person 1 Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$129.51	\$129.51
47	MPA-136 12/1/15-11/30/16 Sheet Metal Journey person 1 Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$129.51	\$129.51
48	MPA-136 12/1/15-11/30/16 Sheet Metal Journey person 1 Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$129.51	\$129.51
49	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Straight Time Hourly Rate Onsite Highest Tier	1.00	Hour	\$75.00	\$75.00
50	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Straight Time Hourly Rate Onsite Medium Tier	1.00	Hour	\$75.00	\$75.00
51	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Straight Time Hourly Rate Onsite Lowest Tier	1.00	Hour	\$75.00	\$75.00
52	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Overtime Hourly Rate Onsite Highest Tier	1.00	Hour	\$105.00	\$105.00
53	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Overtime Hourly Rate Onsite Medium Tier	1.00	Hour	\$105.00	\$105.00
54	MPA-136 12/1/15-11/30/16 Apprentice Sheet Metal Overtime Hourly Rate Onsite Lowest Tier	1.00	Hour	\$105.00	\$105.00
55	MPA-136 12/1/15-11/30/16 Major Equipment (with operator applicable) CRANE	1.00	Hour	\$120.00	\$120.00
	Rates for items 55 through 58 shall include the following.				

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Requisition Number:

Line	Description	Quantity	Unit	Unit Price	Total
	All rates shall be inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.				
56	MPA-136 12/1/15-11/30/16 Major Equipment (with operator applicable) CRANE OPERATOR ONLY	1.00	Day	\$960.00	\$960.00
57	MPA-136 12/1/15-11/30/16 Major Equipment (with operator applicable) CRANE OPERATOR ONLY	1.00	Week	\$4800.00	\$4800.00
58	MPA-136 12/1/15-11/30/16 Major Equipment (with operator applicable) CRANE OPERATOR ONLY <i>* CRANE SIZE ? PRICE WILL VARY PER JOB</i> Materials are to be provided at COST plus the following (applicable) fee for overhead, pickup and delivery. No additional charges will be acceptable. \$0-500 NO FEE \$501-750 \$75.00 \$751-1000 \$96.00 \$1001-1500 \$125.00 \$1501-2500 \$180.00 \$2501-5000 \$300.00 \$5001-7500 \$438.00 Over \$7501. \$525.00. Acknowledgement of fee structure on materials.	1.00	Month	\$20784.00	\$20784.00

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

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SECTION 1: INTRODUCTION

The State of Rhode Island (the "State"), by and through its Division of Purchases (the "Division") on behalf of all State agencies ("User Agencies"), solicits Master Price Agreement ("MPA") proposals from ("Contractors") having experience, licenses, certificates and qualifications in maintenance and repair of residential, commercial and industrial heating, ventilating and air conditioning (HVAC) systems including the furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations as necessary and described in accordance with the terms of this request for proposals ("RFQ") and the Division's General Conditions of Purchase, which may be obtained at www.purchasing.ri.gov . If awarded, the term of the MPA contract shall commence on or about December 1, 2015 and expire November 30, 2016 unless terminated, cancelled, by the Division.

Contractors may be required to perform any or all of the services specified herein. Contractors shall enter into a MPA contract with the State consistent with the terms of this RFP and responses thereto.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
5. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined 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 reception area of the Division.
6. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W9, downloadable from the Division's website at www.purchasing.ri.gov.
8. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.
9. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.
10. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.
11. "Equal Employment Opportunity Act", R.I. Gen. Laws § 28-5.1-1 provides as follows: (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
12. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
13. Vendors must comply with the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov

SECTION 2: BACKGROUND

The Work will entail the installation and modification of miscellaneous HVAC maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services ("Projects") may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an "as needed, when requested" basis. This request for proposals does not guarantee that the State will utilize any contractor for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the MPA contract.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

SECTION 3: SCOPE OF WORK

General Scope of Work

The State of Rhode Island has numerous buildings located throughout the State, including but not limited to all Educational Facilities as need.. These buildings all have HVAC systems that will require service, repair or maintenance in order to keep the equipment in both working order and the buildings properly heated and/or cooled. The health, safety and welfare of the employees, public, customers and clients are enhanced when HVAC systems work well. Service will include all testing, scheduled maintenance, emergency repairs and other work as necessary. The State does not have maintenance personnel to provide the required services and is therefore soliciting quotes from qualified contractors.

The State's facilities are located throughout the State of Rhode Island in the five counties: Providence, Kent, Washington, Newport and Bristol.

- 3.1 Contractor(s) must have proper PPE for all service calls and address work/services including but not limited to those enumerated herein:
- 3.2 Contractors are responsible for testing equipment and troubleshooting complex electrical problems to develop effective resolutions.
- 3.3 Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.
- 3.4 Contractors must establish and maintain effective working relationships with those contacted in the course of the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.
- 3.5 Contractors shall maintain records related to work performed including use of computers.
- 3.6 Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.
- 3.7 Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.
- 3.8 Contractors shall be responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed or damaged must be restored to their original condition.

3.9 Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely, and proposals will be reviewed in part on the Contractor's ability to provide such "on-call" service and by written commitment to respond timely to both scheduled and emergency situations. Contractors must send a qualified licensed personnel to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and parts shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.

Contractor(s) must respond as requested by the Eligible Entity:

- i. Emergency calls – Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
- ii. Service calls – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.

3.10 Contractors must be able to make preliminary assessments of the mechanical problems based upon the telephone communications with the User Agency.

3.11 Failure to arrive at the User Agency location without a qualified licensed person may be considered an unacceptable service call. Contractors shall not charge for an unacceptable service call and the User Agency shall not be required to pay for an unacceptable service call.

3.12 Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies the contracting authority shall be responsible for requesting Contractor service and compensating Contractors.

3.13 Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.

3.14 Contractors shall be responsible for informing designated User Agency personnel to status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates and accrued and project costs.

- 3.15 The User Agency must be advised and must approve if more than (1) person is necessary on the project.
- 3.16 Contractors shall be required to complete User Agency "time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her files. Work order forms shall be used for verifying billable hours.
- 3.17 All Contractors personnel shall dress appropriately with clear identification of the employee's name.
- 3.18 Contractors shall maintain a twenty-four (24) hour capability with sufficient manpower, equipment and vehicles to assure emergency repair response and a two (2) hour response time is expected for emergency service. The Contractors' response staff should be the individual or individuals most familiar with the distribution system.
- 3.19 Contractors shall receive a copy of the User Agency's electrical schematic and shall be required to maintain said schematic throughout the duration of the Project.
- 3.20 Contractors must be located within 60 miles of Rhode Island.
- 3.21 Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.
- 3.22 Contractors shall be responsible for supplying all equipment needed to complete projects.
All tools and equipment are to be included in the Contractors hourly rate. Charges for additional equipment beyond the scope of a standard service call must be authorized in writing by the User Agency.
- 3.23 In addition to license requirements, Contractors responding to this RFQ must certify that all work/services performed for User Agencies shall be performed by an individual(s) holding valid Rhode Island licenses.

The number of facilities where maintenance will be required may change during the life of the contract. Appendix 1 is a current list of the State facilities to be covered under this MPA.

The contractor will be required to perform maintenance and repair on equipment from various manufacturers as some are indicated below.

Carrier	Liebert
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Cleaver Brook	McQuay
Friedrich	Slantfin
Honeywell	Trane
Johnson Controls	Weil McLain
Kewanee	York
Broad	Viessmann
Patterson-Kelley	Broad
Spirax/Sarco	Greenheck

In order for the bid to be considered responsive, the Contractor must indicate the extent to which their firm has the equipment and qualified staff to maintain each of these brands of equipment. **Proposals should also detail specifically the names of employees, their resumes and certificates of who have the experience working on each of the brands listed.**

The contractor will be required to perform service and repair on various types of equipment. The equipment list below typifies the types of components and systems that must be maintained. Contractors are encouraged to make their own inspection for a better understanding of building systems.

CAV Systems, Boxes and Components	Cabinet Heaters
VAV Systems, Boxes and Components	Air Separators
Chilled Water Systems, Pumps and Components	Control Dampers
Hot Water Systems, Pumps and Components	Pneumatic & Electronic Activators
Glycol Water Systems, Pumps and Components	Pneumatic & Electronic Control Valves
Return Air Systems, Fans, Components and Respective Motors	Pneumatic & Electronic Thermostats
Exhaust Systems, Fans Components and Respective Motors	Air Compressors Multiple Uses
Supply Vent Fans w/Respective Motors & Belts	Air Dryers
Cooling Towers and Radiators	Gas Fired Absorption Chiller/Boiler
Reciprocating and Centrifugal Chillers	Fuel Systems, Gas & Oil Pumps and Components
Boiler Feed Systems and Pumps	Expansion Tanks
Unit Heaters, Ventilators, Air Conditioning Systems and Components	Low and High Pressure Steam Boilers Gas and Oil Fired (all Sizes)
Control Systems	Steam Absorption Chillers
AHU Complete w/Motors & Fans (All Sizes)	Plate & Frame HT and Tube and Shell

	Exchangers
Condensate Systems, Pumps and Components	Hot Water Boilers — Gas and Oil Fired (All Sizes)
Domestic Hot Water Systems and Components	Condensing Units (All Sizes)

In order for the bid to be deemed complete and responsive, Contractor must indicate the extent to which his firm has the equipment and qualified staff to maintain each of these types of systems.

SECTION 4: GENERAL REQUIREMENTS

The intent of this contract is to establish relationships with HVAC contractor(s) that are capable of providing a full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system. In addition, the HVAC contractor(s) must provide services required for the proper functioning of the system according to standard industry practices and usage for the best value.

The types of work anticipated under the scope of this contract are as follows:

1. Service or maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul and all other regular maintenance on HVAC equipment in order to keep it in proper running order.
2. General & emergency repairs - repairs as required bringing HVAC equipment back online and restoring to proper working order.
3. Replacement in kind of HVAC equipment that is damaged or deteriorated beyond the point of economic repair.

Charges for general and emergency repairs to the systems will be on a time and material basis, with a written scope of work to be mutually agreed upon by the State and the contractor(s). **All hourly rates are to be on-site rates only.** No travel or portal to portal. The contractor(s) must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, boilers, as well as other appurtenances and components used to control the temperature, humidity and air flow. In addition, related electrical, mechanical and control components are included in the maintenance.

The contractor(s) shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in optimum operating condition at all times. The contractor(s) shall provide the necessary transportation for all repair personnel, materials, and equipment in order to fulfill the terms of the contract. Service, inspections and non-emergency repairs will be performed at the straight time rate during the each facility's normal business hours if requested.

A. Service or Maintenance

Upon specific request of the State, the Contractor will perform service or maintenance work necessary for the proper operation of equipment or systems. Work shall be performed in accordance with the manufacturer's recommendations.

Duct cleaning and air balancing services may be requested under this contract. If requested, Contractor shall provide a cost proposal for such services, and subsequently, a separate Purchase Order would be issued for these services.

Additional Service or Repair Charges

All materials and parts needed for above work shall be at the vendors cost plus the fee as described on the COST PROPOSAL FORM contained in Appendix 2 to this RFQ. The State of Rhode Island will have at its discretion to the ability to purchase and provide material under this Award for the vendors, if the State see benefit.

Contractor's personnel and sub-contractors must sign in to the State Facility Log indicating purpose of visit, person supervising the work, time arrived, time leaving and may be required to receive a visitors badge before work can begin. No additional travel time charge to provide maintenance, repair or emergency service shall be paid by the State of Rhode Island.

B. General and Emergency Repairs

Bidders are required to provide pricing for standard labor hours on site, evening and weekend hours, as well as holiday hours for the performance of repairs necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications and building occupant requirements.

It is expected that emergency repair service will be available 24 hours a day, 7 days a week, on a year-round basis. The vendor's maximum response time for emergency service must be detailed in the proposal. Vendors must not send two technicians a matter of routine. The Agency must approve if more than one person is necessary.

Contractors will be compensated for parts and materials on the basis of the vendors cost plus a fee as indicated in the COST PROPOSAL FORM contained in Appendix 2 to this RFQ. The State of Rhode Island will have at its discretion to the ability to provide and purchase material and or provide supplemental labor under this Award for the vendors, if the State see benefit.

The Contractor shall procure all necessary licenses and permits needed to conduct the work required under this contract. The State will reimburse Contractor for the cost of permits. All costs and fees related to any licenses shall be the sole responsibility of the Contractor.

C. General Provisions — Service / General and Emergency Repairs

1. All maintenance and repair work performed shall conform to all applicable codes and ordinances, including EPA certified technicians to handle CFC refrigerants.
2. The Contractor shall, at all times, maintain a staff of technicians, qualified and certified, to perform the services required as described in this proposal. (Certification should include having the required Rhode Island license.) A minimum of two (2) technicians shall be available to

- respond to emergency service calls, which may be received at any time, in order to promptly affect temporary and/or permanent repairs.
3. Certifications must be submitted with RFQ, for all current employees who will service the State's equipment. Any future employees that are hired after the Contract commences must have written certification forwarded to the Division of Purchases prior to their first service call.
 4. Replacement parts or components must conform to original equipment manufacturer's specifications. If correct replacement parts are discontinued, and no longer available, replacement shall be made in accordance with proposed labor and material rates as specified.
 5. The Contractor must have the capability to provide or sub-contract air balancing analyses in accordance with the National Air Balancing Bureau or the Associate Air Balancing Council standards. Contractor must provide a copy of current certification with the proposal.
 6. The Contractor shall have a dispatcher available through one (1) telephone number and provide 24 hours response to service calls, seven (7) days per week including holidays.
 7. Maintenance and repairs of a non-emergency nature, shall be performed on straight time during the normal operating hours of the building in which the work is being performed.
 8. Emergency maintenance and repair, requires the Contractor be on site to begin work as soon as possible or within one hour after the initial service call request.
 9. During the course of repairs or preventive maintenance, if the technician notices any condition not in his scope of work, that warrants repair or service, this condition should be brought to the owner's attention.
 10. Proposals for recommended repair and/or maintenance must be prepared and submitted to the State. Each work item will be described and cost estimated, in the proposal.
 11. Field Service reports must be provided each time service is performed at a facility. The Contractor shall supply the State with written verification of all work performed, man hours required, materials/parts used, technician(s) name(s), date(s) and hours of service.
 12. Monthly billing reports must be provided to the State listing each work order which has been billed out during the month, the cost and date completed. These items will be listed by building location and be a cumulative list with a year to date total by building and overall. Contractor must provide any additional ad-hoc reports as requested, at no cost to the State.
 13. Contractor must furnish, provide all necessary tools and equipment to perform the work required at no additional cost. (Not including consumables)
 14. Vender must be willing to train designated State of Rhode Island facilities personnel in routine preventative maintenance procedures.
 15. Be advised that the Contractor must possess a Pipefitter Master I and Refrigeration Master I License OR a Master Mechanical Contractor License at the time of bid.
 16. Contractor must acknowledge the Fee Structure as indicated on the COST PROPOSAL FORM.
 17. Contractor shall furnish labor and material rates as indicated on the COST PROPOSAL FORM. Unit price for hourly labor shall include the cost for fringe benefits, overhead, profit and, transportation, etc. No additional mark-up will be allowed. Three tiers of labor skills are recognized for this contract, as follows:

State of Rhode Island Tiered Labor Rates

- A. **Lowest** - work performed at this rate will include routine and preventative maintenance and inspections on general HVAC equipment such as Split-Systems, Packaged Unit, Air Handlers, CAV's, VAV's, Unit Ventilators, Fan Coil Units and Heat Pumps. Tasks will include: filter changes, oil and greasing, belt adjustments or

replacement, cleaning of coils, evaporators, condensers, tubes and cooling towers, water treatment, truck driving, parts pickup and delivery. Individuals performing this type of work must hold the proper Rhode Island State or local apprenticeship license.

- B. Medium** - work performed at this rate will include all necessary diagnostic, repair and replacement work to keep all listed HVAC equipment operating at a reliable and efficient manner with exception to Centrifugal, Absorption and Scroll/Screw Chillers, High Pressure Steam Boiler Systems and Automated Temperature Control Systems. Individuals performing at this rate must have a minimum of 5 years working on this equipment and hold a Rhode Island State Journeyman's license and have proper certification.

- C. Highest** - work performed at this rate will include all necessary service, diagnostic, repair and replacement work to Centrifugal, Absorption and Scroll/Screw Chillers, High Pressure Steam Boiler Systems and Automated Temperature Control Systems. This level also includes Engineering and Supervisory Level Troubleshooting Support, IAQ Specialists and Certified Testing & Balancing Services. Individuals performing at this rate must hold a Rhode Island State Journeyman's license and have a minimum of 5 years work experience with these systems or hold a Rhode Island State Journeyman's license and OEM certifications.

SECTION 5: Price and Related Factors:

Award(s) will be made to the vendors that offer the best value to the State. The State may determine that an offer is unacceptable if the pricing offered is significantly unbalanced.

5.1 Fixed Fee Lump Sum Award:

*This method will apply to those projects that have a defined scope of work.

No individual Project shall exceed the maximum cost of thirty thousand dollars (\$30,000). A minimum of three (3) written quotes will be required from user agency. The Contractor shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials and equipment in a format satisfactory to the User Agency. Any amount in excess of the maximum dollar amount must be reviewed and receive authorized by the Division. The Division reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request, and shall include a detailed summary in accordance with the MPA contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the State may at its sole option request alternative quotations.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

5.2 Time and Materials Award:

*This method is for those projects or special tasks for which the specifications are uncertain or difficult to determine in advance.

Projects or special tasks may include but not limited to:

1. Evaluate/inspect the existing distribution system.
2. Update the existing one-line drawings including identification of feeders, switch configurations and transformer nameplate data.
3. Identify areas within the HVAC system for improving reliability and redundancy.
4. Assist the Utility Department with developing a preventative maintenance plan.
5. Identify and document all distribution system related equipment. (Including nameplate data, age and condition).
6. Assist the Utility department with developing a master plan for replacement of equipment and cables deemed at/near end of useful life.

Note: The additional tasks above will require varying levels of expertise. It is understood that these tasks will be implemented on-a-T&M-basis utilizing personnel described in the proposal.

Contractors shall submit an itemized proposal to User Agencies which include the various components of work/services for a Projects segregated by labor, materials and equipment in a format satisfactory to User Agencies. The allowable markup for indirect overhead and profit on all items shall be limited to 15%. The Owner shall be entitled to any and all material or trade discounts (off list prices) that the electrical vendor receives. Material quotes or invoices shall provide the discounted rate.

In the event a time and materials option has been deemed in the best interest of the State a not to exceed amount must be provided by the Contractor to the Agency. The not to exceed amount shall not exceed \$30,000.00 per Project.

Each task will be assigned to Contractor by an authorized Agency representative in a detailed, written work authorization.

Contractor(s) shall be required to complete an agency "time-in/time-out log when on project site. Agencies will provide a designated individual to coordinate and supervise any/all Time and Materials work orders. In addition a vendor work order form shall be maintained by the agency

documenting contractor personnel on the job site and start and completion times. The Contractor's representative is required to sign the vendor work order form and retain a copy. This document will be used for verifying billable hours.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

SECTION 6: CONTRACTOR REQUIREMENTS

- 6.1 Contractors must comply with all local, State and Federal laws, rules, and regulations for licensed personnel; possess a valid Rhode Island license; have a current Rhode Island contractor's license; and, must be registered with the Rhode Island Secretary of the State Corporations Division.
- 6.2 Contractors shall invoice the User Agency within 30 days of a completed service call at the rates agreed to in the MPA contract. The User Agency shall make payment in accordance with the "Prompt Payment Act" R. I. Gen. Laws § 42-11.1-1 *et seq.*
- 6.3 Contractors must have been in the HVAC contracting business for a minimum of five (5) years (to qualify for lowest tier projects) and a minimum of five (5) years to qualify for highest tier projects. Contractors, who have not been in business for the minimum five years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractor's ability to provide the services solicited in this RFQ. The State reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.
- 6.4 Contractors must indicate the year their business entity was established. This will be verified with the Secretary of States Corporation Division or with other authorities.

SECTION 7: Occupational Health and Safety Requirements

- 7.1 Contractors shall strictly comply with the current State and Federal occupational safety and health policies/procedures necessary to protect the health and safety of workers and the general public on all project sites.
- 7.2 Contractors must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this RFQ. It is the Contractor's responsibility to ensure that operations are conducted in a safe and secure manner at all times. Contractors must replace/repair, at the User Agency's sole discretion, any property damaged by Contractors during project performance.
- 7.3 Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCI's) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.
- 7.4 Contractors shall ensure that employees are knowledgeable of all the requirements of this RFQ. Contractors shall be responsible for instructing employees in safety measures considered appropriate.
- 7.5 Project work areas shall be secured from public access, clearly marked, and barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris and rubbish and leave the Project site in a clean, acceptable condition.

SECTION 8: Equipment, Materials and Workmanship

- 8.1 Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.

- 8.2 All equipment, materials and labor utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work/services required for a project.
- 8.3 Contractors shall guarantee all workmanship and parts furnished and installed under this RFQ against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.
- 8.4 Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.
- 8.5 All equipment, parts and/or supplies must be new and of the highest quality.

SECTION 9: Inspection of Work

- 9.1 All Projects related work/services shall be subject to inspection and approved by the User agency.
- 9.2 Acceptance or rejection of the Project shall be made as promptly as practical, but failure to accept or reject the Project shall not relieve the Contractor from responsibility for the Project related work/services.
- 9.3 User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

SECTION 10: Damage and Defects

- 10.1 Contractors shall use due care so that no persons are injured, or no property damaged during a Project. Contractors shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Project related work/services or caused in any other manner whatsoever by the Contractor or their employees.
- 10.2 User Agencies may repair the loss or damage to property caused by a Contractor during the Project. Contractors shall reimburse User Agencies for any and all costs associated with loss or damage caused by Contractor. Where, in the opinion of the User Agency, it is not practical or desirable to repair the loss or damage the User Agency may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor for the Project.

- 10.3 Contractors shall preserve and protect the rights of the User Agency with respect to any work/services performed under sub-contract and incorporate the terms and conditions of this RFQ Contract into all sub-contracts as necessary to preserve the rights of the State and User Agencies under this RFQ. The Contractor shall be fully responsible to the State and User Agencies for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractors.

SECTION 11: WAGE REQUIREMENT

- 11.1 Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project. The User Agencies shall provide the scope of work to the Contractors. The electrical Contractors must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.
- 11.2 Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at <http://www.wdol.gov/dba.aspx#0> . The Division is not responsible for the accuracy of the information contained at that website or any third-party website.
- 11.3 The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.
- 11.4 The wage schedule applies to all phases of the Project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- 11.5 All apprentices must be registered with the State Rhode Island Department of Labor and Training (“DLT”) Apprenticeship Training Program in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DLT, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level.
- 11.6 R.I. Gen. Laws § 37-13-13 provides as follows: – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form,

provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

- (b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.
 - (c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.
 - (d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.
 - (e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.
- 11.7 The User Agency shall not release final payment until project completion is in full compliance with the requested scope of work and accepted by the User Agency. The User Agency may request additional Project related information from the Contractor at any time. Contractors must submit all requested information to the User Agencies in a timely manner.
- 11.8 Project pricing will be based on the hourly rates submitted by Contractors in response to this RFQ. The hourly rates shall not be less than the prevailing wage rate.

Section 12— Proposal Submission

1. Executive Summary

The Executive Summary will highlight the contents of the Technical Proposal as well as provide the State of Rhode Island evaluators with an overview and broad understanding of the vendor's technical approach, methodology and ability.

2. Vendor's Organization and Staffing

This section shall include size of the firm, experience of the firm identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each (resumes, licenses, statements of prior experience, certificates and qualifications). An organization chart must be provided in this section. Fill out and include the CHECKLIST OF DESIREABLE QUALIFICATIONS plus resume forms for proposers-key staff contained in Appendix 3.

3. Previous Experience and Background

This section includes the following information:

1. A comprehensive listing of similar projects undertaken in similar buildings and implemented, as well as similar clients served. This includes providing a brief description of the projects and the names of staff persons who worked on the projects.
2. The applicant should provide, at a minimum, three references, including the name of a contact person, address, and telephone number the contractor is currently providing an HVAC Maintenance or repair. These individuals may be contacted by the State as part of the selection process.
3. The vendor's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation requirement by MBE's in all. State procurements. Questions concerning this requirement should be addressed to the MBE Office, at (401) 574-8670.
4. Shall indicate number of years his firm has provided HVAC work, repair and service.

Section 13—Evaluation and Selection

The State reserves the right to award this contract to multiple vendors. If multiple awards are made, the State shall reserve the right to require price quotation from multiple vendors prior to the award of the repair work.

The State reserves the right to award by location or groups of locations.

SECTION 15: EXPERIENCE AND REFERENCES

Part B: Experience and References

15.1 Experience and References

Provide names, addresses, and contact information for from three (3) owners of projects for which work has been performed in the past five (5) years. Include a brief description of each project. The Division reserves the right to not award a MPA contract to any respondent whose references are deemed to be unsatisfactory.

Year Started: March 2012

Year Complete: On Going

Brief Description of Contract:

Provide Maintenance, Service, and Repair of all HVAC Equipment.

Company: Pannone, Lopes, Devereaux & West

Contact Person: Brian Irizarry

Telephone and Email: (401) 824-5136 BIrizarry@pldw.com

Project and Value: Repair (10) Water Source Heat Pumps \$9,500

Year Started: 2014

Year Complete: 2015

Brief Description of Contract:

Change Belts, Filters & Shivs on Air Handling Units. Clean coils, Lube Bearings, Verify control operation of entire chilled and hot water system. Re-built (8) Chilled & Hot Water Pumps.

Company: Peregrine Property Management

Contact Person: Joe Short

Telephone and Email: (401) 332-8842 JShort@PeregrinePM.com

Project and Value: \$85,000

Re-Commission & Provide Preventative Maintenance on all HVAC equipment.

Year Started: 11/2013

Year Complete: 3/2015

Brief Description of Contract:

Remove and replace (2) Data-Aire CRAC Units with (2) Liebert CRAC Units and all associated Piping & Controls.

Company: Essex Newbury North

Contact Person: Dan Sekscenski

Telephone and Email: (617) 719-2990 dansekscenski@essexnewburynorth.com

Project and Value: \$476,000

Citizens Bank DC to Lab Conversion

SECTION 16: ADDITIONAL REQUIREMENTS

16.1 Must have a 24hr/7 day a week emergency on call service with a dedicated number.

- i. Submit the company protocol for call-in of emergency work.

16.2 Safety Program: Must have a designated Safety Manager with a structured safety program and all employees used and are trained in confined space work.

- i. Submit a copy of the company's Safety Program
- ii. Submit a statement that all employees that perform work are certified for Confined Space Work per OSHA 10 and 30.

16.3 List all company owned equipment necessary to perform the services outlined.

Delta Mechanical owns and operates eight (8) services vans that are equipped with the necessary tools and equipment to perform all service work needed.

16.4 List subcontractors proposed as members of the project team, and the duties, responsibilities and concentration of effort which apply to each.

TBD Depending on scope of work

SECTION 17: ATTACHMENT A - PROJECT RELEVANT EXPERIENCE:

Submit on Attachment A:

17.1 Indicate three (3) projects work valued at over \$10,000 within the past three (3) years.

- i. Year Started: 2015

Year Complete: 2016

Description of Contract: Furnish and install (1) chilled water AHU & Associated Pipe, Duct & Controls

Company: Oakman Enterprises

Contact Person: Tony Oakman

Telephone and Email: (774) 545-0833 anthony@oakmaninc.com

Project and Value: Verizon HVAC Upgrades \$46,500

ii. Year Started: 4/2014

Year Complete: 3/2015

Brief Description of Contract:

Furnish & Install a new Mitsubishi City-Multi Heat Pump system in three (3) buildings and all associated controls & piping.

Company: Tower Construction

Contact Person: Al Poulos

Telephone and Email: (401) 473-5624 al@towerconstructioncorp.com

Project and Value: Three Physician's Cottages Rehab \$384,000

iii. Year Started: 4/2014

Year Complete: 9/2014

Brief Description of Contract:

Remove and Replace One (1) Gas Fired Steam Boiler and all associated piping, flues & Controls.

Company: Gilbane Building Co.

Contact Person: Tony Murgida

Telephone and Email: (617) 293-6837 amurgida@gilbaneco.com

Project and Value: Oliver Hazard Perry School Phase 2
\$156,450

17.2 Successful record Self Performing on at least three (3) projects valued at over \$50,000 within the past three (3) years.

i. Year Started: 6/2015

Year Complete: 10/2015

Brief Description of Contract:

Furnish & Install Four (4) New RTUs, New Triple Duty Valves on existing Pumps, New DDC Control System for all existing equipment in the building. Re-Commissioned all New & Existing HVAC Equipment in the building.

Company: North Kingstown School Department

Contact Person: Steven Tremblay

Telephone and Email: (401) 268-6425 Stephen-tremblay@nksd.net

Project and Value:
NKHS Phase 1 HVAC Re-Commissioning
\$850,000

ii. Year Started: 5/2013

Year Complete: 4/2014

Brief Description of Contract:

Furnish & Install a complete new HVAC system for existing building. Including AHUs & Pumps, Heat Exchanger, VFD's & DDC Control System.

Company: State of Rhode Island

Contact Person: Bill Masse

Telephone and Email: (401) 529-4905 wmasse@riag.ri.com

Project and Value:

HVAC Upgrade Dept. of the Attorney General
\$658,000

iii. Year Started: 10/1/2015

Year Complete: 10/29/2015

Brief Description of Contract:

Remove & Replace existing Gas Fired Boiler with Two (2) New High Efficiency Boilers.

Company: Carpionato Group

Contact Person: Gary Ferguson

Telephone and Email: (401) 489-1612

Project and Value:

2000 Chapel View Boiler Replacement
\$50,000

SECTION 20: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purconstruction@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference the RFQ # on all correspondence. Questions should be submitted as a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties is permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses should be mailed or hand-delivered in a sealed envelope marked "RFQ#" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from www.purchasing.ri.gov.
 2. A completed and signed IRS Form W-9 which may be downloaded from: www.purchasing.ri.gov.
 3. Contractors **may** submit a proposal for either Low/Medium/High skill level. It is not required to be qualified for all skill levels to submit a proposal.
-

4. Respond to each of the items to ensure proposals receive full evaluation consideration for Low/Medium/High skill level. Response directly onto appropriate [Section], including any appendices requested.
5. Submit Copy of your License Number.
Submit Contractor License Number. # 34713
6. NOTE: ALL VENDORS RESPONDING TO THE WITHIN SOLICITATION MUST COMPLETE A PROMPT PAYMENT DISCOUNT ("PPD") FORM AS PART OF THIS MASTER PRICE AGREEMENT SOLICITATION. THE PPD FORM IS LOCATED IN THE ASSOCIATED BID FOLDER "ASSOCIATED FILES".

CONCLUDING STATEMENTS

Notwithstanding the above, the Division reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The Division may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The Division's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the MPA contract award pursuant to this RFQ.

Failure to submit any required document or information may deem bid non-responsive.

Prompt Payment Discount Form
(Invoice discounts for receiving fast payments)

Note: All vendors responding to the within solicitation must complete a Prompt Payment Discount ("PPD") form as part of this Master Price Agreement solicitation.

Bidder Name: DELTA MECHANICAL CONTRACTORS LLC

RFQ/RFP Bid Solicitation Number: 7549957A1

Prompt Payment Discounts ("PPD"). Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. ACH payments increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time (additional form required for ACH enrollment can be found at <http://controller.admin.ri.gov/Forms/index.php>). Vendors are highly encouraged to enroll and will receive consideration for enrollment.

The State benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the State, the discount(s) must be identified in 10 days or more for Payment Issuance Date. The State may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the State.

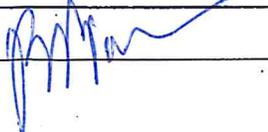
All discounts offered will be automatically deducted from payment when the issue date is within the specified number of days listed below and in accordance with the State's Prompt Payment Law. Payment days will be measured **from** the date goods are received and accepted/performance was completed OR the date an invoice is received by the Office of the DOA Controller, whichever is later **to** the date the payment is issued via ACH or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a vendor.

The State encourages Vendors to use the RIFANS Supplier Portal which has the functionality to electronically submit invoices against open Purchase Orders. This eliminates mailing and handling time and will increase the payment cycle especially for those suppliers who offer Prompt Payment Discounts.

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days
- 4% - 15 Days
- 3% - 20 Days
- 1% - 25 Days

Discount %	Payment Issue Date Within	
1 %	10 Days	
1 %	15 Days	
0 %	20 Days	
0 %	25 Days	
By checking this box, we certify that we will not offer any Prompt Payment Discounts		<input type="checkbox"/>
We will sign up for ACH payment. (please circle response)		Yes <input checked="" type="radio"/> No <input type="radio"/>
We will utilize the State's Supplier Portal to electronically submit invoices. (please circle response)		Yes <input type="radio"/> No <input checked="" type="radio"/>

Signature 

Date 11/2/2015

Appendix B

All solicitations requiring PPD shall include the following language:

Prompt Payment Discounts (“PPD”)

The goal of the Department of Administration (“Department”) is to provide an opportunity for expedited payment for State of Rhode Island (“State”) vendors, while also reducing the cost to the State through discounts. State agencies are encouraged to utilize vendors that offer cash discounts, along with competitive pricing, when selecting services or goods from a Master Price Agreement. Additionally, it is the policy of the Department to promote prompt payment through the use of “Electronic Funds Transfer” (“EFT”) through ACH and highly encourages vendors to sign up for EFT.

Prompt Payment Discount Form

All vendors shall submit the attached PPD form in order to receive consideration for discounts and signing up for Automated Clearing House (ACH) payment related to the State of Rhode Island’s PPD initiative.

Nothing herein prevents the State Purchasing Agent or designee from negotiating lower pricing or greater discounts and/or waiving technicalities related to PPDs in the best interests of the State.

Contract Terms and Conditions

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 TERMS AND CONDITIONS FOR THIS BIDII
 CHARGES PERMITTEDII
 HOURLY RATE SPECIFICSII
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 PURCHASE AGREEMENT AWARDII
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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

HOURLY RATE SPECIFICS

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

HOURS - BIDDING PURPOSES

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each

order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

Section 3.23 licenses + Resumes

Rhode Island Licenses

RI Master Plumber – #001953

RI Master Pipefitter – #00006195

RI Master Sprinkler – #00000355

General Contractor - #34713

State of Rhode Island: Contractors' Registration and Licensing Board

REGISTRATION STATUS LOOKUP

Status Report Residential/Contractor (Pursuant to RIGL 5-65)

Key to Initials

Contractor Information

Registration Number: 34713
 DELTA MECHANICAL CONTRACTORS, LLC
 Bruce Bookbinder
 44 Wilclar St
 Warwick , RI 02886
 (401)737-3500

Registration Type: Commercial Contractor

Registration Status

Registration Current?: **YES**
 Registration Issue Date: 4/21/2011
 Number of Claims: 0
 Registration Surrender Date:

STATUS: **VALID**
 Registration Expiration Date: 4/1/2017
 Number of Violations: 0
 Company has Employees?: **YES**

Insurance Coverage

STATE LAW REQUIRES CONTRACTORS WITH ONE OR MORE EMPLOYEES TO HAVE A WORKERS' COMPENSATION INSURANCE POLICY. ADDITIONALLY , ALL REGISTERED CONTRACTORS THROUGHOUT THE PERIOD OF REGISTRATION SHALL HAVE IN EFFECT PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERING THE WORK OF THAT CONTRACTOR NOT LESS THAN FIVE HUNDRED THOUSAND DOLLARS(\$500,000) COMBINED SINGLE LIMIT, BODILY INJURY AND PROPERTY DAMAGE.

Liability Insurance Carrier: ALLIED INS CO

Expire Date: 1/21/2016

Insurance Agency Name: BARTON INSURANCE GROUP INC.

Policy Number: 03081004

Agency Tel.: 401-781-6700

Please contact the insurance agency to verify the status, accuracy, expiration date, and policy coverage.

The Rhode Island Contractors Registration And Licensing Board (hereinafter Content Provider) does not make any warranties concerning the Information content, express implied, or otherwise; All Information content is provided by content provider specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the information content provided. Any discrepancies or updates to the information provided should be reported to the Content Provider at (401) 222-1268. This data is for informational purposes only and commercial use of this data is prohibited.



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION
AND LICENSING BOARD

REGISTRATION NO

EXP. DATE

REGISTRANT'S NAME

34713

04/1/15

DELTA MECHANICAL CONTRACTORS,

AUTHORIZED REPRESENTATIVE

BRUCE BOOKDINDER

DRIVER'S LICENSE #

R1 7001908

EXECUTIVE DIRECTOR

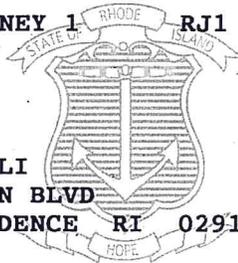
Ray J. Fiala

master sprinkler
00000 355



State of Rhode Island and Providence Plantations
Rhode Island Department of Labor and Training

REFRIG/JOURNEY 1 RHODE ISLAND RJ1



ALBERT N POLI
4 WOOD HAVEN BLVD
NORTH PROVIDENCE RI 02911

JOHN SHAW
Administrator

01/31/2017
Expiration Date



United Association

Certificate of CFC Qualification

EPA-608 Technician Certification Program [EPA-Approved 9-30-93]

ALBERT N. POLI

ID#: 1465974169 LU#: 51

Has been certified as required
by 40 CFR, Part 82, Subpart F

Type II: 05/08/2007



Rhode Island
DRIVER LICENSE
 Class: 10 License No. 9294107
 Birthdate: 05-11-1976 Expires: 05-11-2019

Sex	Ht.	Wt.	Eyes	Issue Date
M	511	225	BROWN	06-30-2014

Restrictions: _____ Endorsements: _____
ERIC L COX
 26 HEROD ST
 CRANSTON, RI 02921

Eric Cox

Quincy B. Shaw
 DIVISION OF MOTORVEHICLES ADMINISTRATION




United Association
 EPA Section 608
 Technician Certification
 [EPA-Approved 9-30-93]

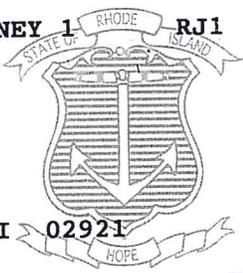
ERIC L. COX
 ID#: 1284334369 LU#: 51

*Has been certified as required
 by 40 CFR, Part 82, Subpart F*

Type I: 04/09/2008
 Type II: 04/09/2008
 Type III: 05/19/2008
 Universal: 05/19/2008




State of Rhode Island and Providence Plantations
 Rhode Island Department of Labor and Training

REFRIG/JOURNEY 1  **RJ1**

ERIC L COX
 26 HEROD ST
 CRANSTON RI 02921

JOHN SHAW **05/31/2017**
 Administrator Expiration Date

State of Rhode Island and Providence Plantations
 Rhode Island Department of Labor and Training

PIPEFITTER/REFRIG  **APPRENTICE** **19000**

E COX
 11 HEMINGWAY DRIVE
 EAST PROVIDENCE RI 02915

PLUMBERS & PIPEFITTERS # 451

JOHN SHAW **12/31/2015**
 Administrator Expiration Date

MASSACHUSETTS DRIVER'S LICENSE

USA MA

4a ISS 09-05-2014 9a END NONE 4d NUMBER S49526202

4b EXP 09-06-2019 3 DOB 09-06-1978

9 CLASS. REST. NONE 15 SEX M 16 HGT 5.07

CARREIRO
 2 JASON J
 8 3136 ACUSHNET AVE
 NEW BEDFORD, MA 02745-3628

09-06-1978

5 DD 09-08-2014 Rev 07-15-2009

State of Rhode Island and Providence Plantations
 Rhode Island Department of Labor and Training

REFRIG/JOURNEY 1  RJ1

JASON J CARREIRO
 3136 ACUSHNET AVENUE
 NEW BEDFORD MA 02745

JOHN SHAW 09/30/2016
 Administrator Expiration Date

United Association
 Certificate of CFC Qualification

EPA-608 Technician Certification Program [EPA-Approved 9-30-93]

JASON J. CARREIRO
 ID#: 1554713189 LU#: 51

Has been certified as required
 by 40 CFR, Part 82, Subpart F

Type I: 05/02/2005
 Type II: 05/02/2005

MASSACHUSETTS DRIVER'S LICENSE

USA MA

07-07-1988

4a ISS 06-19-2014 9a END NONE 4d NUMBER S28151741

4b EXP 07-07-2019 3 DOB 07-07-1988

MASS CLASS 12 REST NONE 15 SEX M 16 HGT 5-07

DM NONE

1 GRENIER
2 JASON R
8 7 JAMESON DR
REHOBOTH, MA 02769-2039

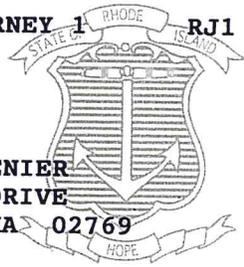
07-07-1988

5 DD 06-23-2014 Rev 07-15-2009

0000R

State of Rhode Island and Providence Plantations
Rhode Island Department of Labor and Training

REFRIG/JOURNEY 1 RHODE ISLAND RJ1



JASON GRENIER
7 JAMESON DRIVE
REHOBOTH MA 02769

JOHN SHAW Administrator 07/31/2016 Expiration Date



United Association

EPA Section 608
Technician Certification
[EPA-Approved 9-30-93]



JASON GRENIER

ID#: 1073292669 LU#: 51

Has been certified as required
by 40 CFR, Part 82, Subpart F

Type I: 04/15/2009

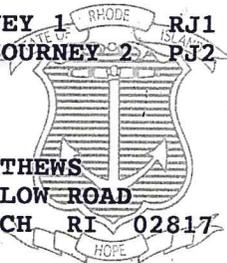
Type II: 04/15/2009

Type III: 04/15/2009

Universal: 04/15/2009



State of Rhode Island and Providence Plantations
Rhode Island Department of Labor and Training

REFRIG/JOURNEY 1  RJ1
PIPEFITTER/JOURNEY 2 PJ2

JEFFREY A MATHEWS
40 ROBIN HOLLOW ROAD
WEST GREENWICH RI 02817

JOHN SHAW
Administrator

03/31/2017
Expiration Date

Rhode Island

DRIVER LICENSE

Class: 10 License No. 9120567

Birthdate 03-01-1975 Expires 03-01-2018

Sex	Ht.	Wt.	Eyes	Issue Date
M	509	200	HAZEL	02-27-2013

Restrictions: Endorsements:

JEFFREY A MATHEWS
40 ROBIN HOLLOW RD
W GREENWICH, RI 02817


Division of Motor Vehicles Administrator



OSHA

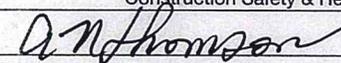


U.S. Department of Labor
Occupational Safety and Health Administration

Jeff Mathews

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

 12-18-01
(Trainer) (Date)

Rhode Island
COMMERCIAL DRIVER LICENSE
 Class B License No. 7863545
 Birthdate 09-17-1962 Expires 09-17-2018

Sex	Ht.	Wt.	Eyes	Hair	Issue Date
M	509	212	HAZEL	BRO03-13-1992	

Restrictions: HA Endorsements: N

DENNIS R MEDEIROS
 140 PHENIX AVE
 W WARWICK, RI 02893

Dennis R. Medeiros
 Division of Motor Vehicles Administrator



CDL

State of Rhode Island and Providence Plantations
 Rhode Island Department of Labor and Training

PIPEFITTER/MASTER 1 00006195



DENNIS R MEDEIROS
 140 PHENIX AVENUE
 WEST WARWICK RI 02893

JOHN SHAW
 Administrator

09/30/2016
 Expiration Date

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 meet 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</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	Wakefield, 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	\$7,600,000

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

Portsmouth, 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

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

CHRIS MOORE
464 WARWICK NECK AVE
WARWICK, RI 02889
401-536-5901
C.Moore@deltamechllc.com

LICENSED MASTER REFRIGERATION and JOURNEYMAN PIPEFITTER

PROFILE 15 Years Residential and Commercial Experience

QUALIFICATIONS Commercial Refrigeration Equipment
Commercial Air Conditioning Equipment
Rooftop Combination Heating Cooling Units
Reciprocating Compressor Chillers
Oil and Gas Boilers
Direct Digital Controls from various Manufacturers

HIGHLIGHTS OF EXPERIENCE Service and install heating and air conditioning equipment.
Responsible for the start-up and operation of various Manufacturers' pumps, fans, motors, speed drives, boilers, and air conditioning units.
Responsible for the start-up and commissioning of mechanical equipment on new construction projects. This involves working with other Trade Professionals to coordinate completion of the job.
Responsible for another associates working on the same project to ensure that they are prepared to work, have all the materials, and tools needed to complete the task.
Interact with the General Contractors, Engineers, Facilities Personnel, as well as Business Owners.

EMPLOYMENT **Service Technician for:**

Delta Mechanical, Warwick, RI	2008-Current
Johnson Controls, Norwood, MA	2006-2008
New England Systems and Controls, Pawtucket, RI	2001-2006
Northeast Energy Services, Southboro, MA	1999-2001
Royal Engineering, Warwick, RI	1992-1999

EDUCATION **Associates Degree in Refrigeration, Air Conditioning, and Pipefitting**
New England Tech, Warwick, RI 1990-1992

DENNIS MEDEIROS

140 Phenix Avenue, West Warwick, RI 02893

Home: (401) 828-6458 - Cell: (401) 265-7800 - d.medeiros@deltamechllc.com

PROFESSIONAL SUMMARY

Professional Project Manager bringing more than 30 years in both commercial and residential settings. Hardworking, self-motivated and dependable. HVAC and Refrigeration specialist trained in hot water heating, steam heating, water cooling and air conditioning processes. Vast knowledge base of multiple system types and controls. Skilled at communicating with vendors, team members and customers. Excellent organization skills and ability to manage multiple time-sensitive work orders.

SKILLS

- HVAC change-out procedures expert
- Commercial refrigeration knowledge
- OSHA Certification
- HVAC and refrigeration systems
- Heating principles knowledge
- Water treatment
- Troubleshooting expertise
- Diagnostic techniques
- Blueprint interpretation
- Customer-focused
- Focused on safety
- Dependable
- Organized

WORK HISTORY

02/1995 to 00/00-1

Project Executive

Delta Mechanical Contractors, LLC – 44 Wilclar Street, Warwick, RI 02886

- Investigated major malfunctions and breakdowns of heating, refrigeration and air-conditioning systems.
- Inspected and tested refrigeration systems, safety devices and controls.
- Calibrated permanent and portable environmental monitoring equipment.
- Monitored building environmental conditions, including adjusting thermostats, terminal units and mixing boxes.
- Evaluated the status of refrigeration liquids for safety and compliance purposes.
- Repaired and replaced motors, bearings and belts.
- Closed out all work orders after verifying completion and reporting any discrepancies.
- Consulted with project management during group installations.
- Filled out detailed work orders for each job completed.
- Supplied technical support to customers.
- Reviewed the work of external and internal contractors to guarantee consistency with quality and safety standards.
- Replaced bearings, pump seals and packing.
- Maintained boilers, hot water systems, gas heating equipment and food service equipment.
- Renovated plumbing and HVAC systems.
- Kept accurate records of time and materials used for each job.
- Troubleshot EMS systems and VFDs.
- Read blueprints, wiring diagrams, piping schemes and engineering specifications to diagnose and repair units.
- Surveyed building layout and gathered materials before beginning repairs.

04/1992 to 02/1995

Service Technician

Lincoln Energy – JP Murphy Highway, West Warwick, RI 02893

- Installed machinery, equipment and new and replacement parts.
- Connected and disconnected wiring, piping and tubing.
- Referred to blueprints, repair manuals and parts catalogs to diagnose and repair equipment.
- Inspected drives, motors and belts.
- Frequently diagnosed mechanical problems and determined how to correct them.
- Operated hand tools to adjust functional parts of devices and control instruments.
- Serviced systems for air handling, hydraulic, electrical, valves, circuits and pumps.
- Maintained shop, company equipment and inventory.
- Completed daily inventories of supplies and equipment.

07/1985 to 04/1992

- Followed up on all outstanding service requests.

Service Technician

Parente's Oil Service – Washington Street, Coventry, RI 02816

- Installed machinery, equipment and new and replacement parts.
- Transferred tools, parts, equipment and supplies to and from work stations.
- Connected and disconnected wiring, piping and tubing.
- Referred to blueprints, repair manuals and parts catalogs to diagnose and repair equipment.
- Maintained and repaired tools, equipment and machines.
- Maintained all building systems to protect against inefficient operation and physical deterioration.
- Frequently diagnosed mechanical problems and determined how to correct them.
- Inspected drives, motors and belts.
- Followed a routine maintenance checklist.
- Operated hand tools to adjust functional parts of devices and control instruments.
- Serviced systems for air handling, hydraulic, electrical, valves, circuits and pumps.
- Followed up on all outstanding service requests.

EDUCATION

Mechanical Engineering

CCRI-Knight Campus - Warwick, RI

CERTIFICATIONS

- Master Pipefitter license number 6195
- Gas flex installation certified
- Equipment lifts and boom lift certified
- 3M fire stopping certified
- Factory trained and certified on AC Daikin equipment
- Factory trained and certified on Mitsubishi VRF systems
- Factory trained and certified on Stulz computer room equipment

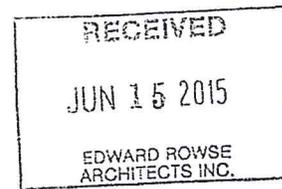
SAMPLING OF PREVENTATIVE MAINTENANCE PROJECT'S

- Rhode Island Traffic Tribunal 2 year maintenance agreement
 - Rhode Island DMV 2 year maintenance agreement
 - URI Hope Dining Hall 2 year maintenance agreement
 - Rhode State Police Headquarters 2 year maintenance agreement
 - Rhode School for the Deaf 2 year maintenance agreement
 - RI Division of Information Technology Center 2 year maintenance agreement
 - CCRI Lincoln Sprinklers 2 year maintenance agreement
 - CCRI Warwick Sprinklers 2 year maintenance agreement
-



JEFF MATHEWS

40 Robin Hollow rd.
West Greenwich, RI. 02817
401-378-3662
j.mathews@deltamechllc.com



OBJECTIVE

To secure a position in a growing and expanding company which will provide me with the opportunity to further my career growth and secure a solid future.

LICENSES/CERTIFICATIONS

Journeyman Refrigeration I
Journeyman Pipefitter II
Universal Refrigerant Recovery
Mitsubishi VRF Systems Certified
Daikin VRF Systems Certified
Stulz Precision Cooling Factory Authorized Technician
OSHA 10 Certified

EXPERIENCE

Service and installation of Commercial Heating and air conditioning systems.
Start up and operation of various manufacturers' equipment including; pumps, VFD drives, fans, boilers, AHU's, RTU's, and air conditioning systems.
Commissioning of complete HVAC systems for job completion. Interaction with third party commissioning agents.
Experience with many building management systems. (Siemens, Johnson Controls, Honeywell, Trane, etc.)
Foreman on construction projects.
Interaction with General Contractors, Engineers, Facilities Personnel as well as Business Owners.

EMPLOYMENT

- | | |
|---|--------------|
| ▪ Delta Mechanical. Warwick, RI. | 2003-Current |
| ▪ New England Systems and Controls. Pawtucket, RI. | 2001-2003 |
| ▪ J.A. Ruggieri Plumbing and Heating. Cranston, RI. | 1998-2001 |
| ▪ Air Filter Systems. Providence, RI. | 1996-1998 |
| ▪ Mechanical Systems Unlimited. Warwick, RI. | 1995-1996 |
| ▪ Dexter Brothers Oil. N. Scituate, RI. | 1994-1995 |
| ▪ Air Filter Systems. Providence, RI. | 1993-1994 |

Section 12

1. Executive Summary

Delta Mechanical Contractors, LLC is a union mechanical contractor located in Warwick RI. Delta Mechanical Contractors was founded in 1991 by Bruce Bookbinder. Since 1991 Delta Mechanical has completed over \$700,000,000 of work in the HVAC, Plumbing, and Refrigeration trades. Delta Mechanical Contractors prides itself on providing its clients with a high degree of unparalleled professional service and quality workmanship in a timely manner.

Delta Mechanical provides plumbing, HVAC and Fire protection contracting services for both new construction projects and the rehabilitation of existing commercial, industrial, institutional, and multi-family residential facilities. In addition, we also install ductwork, controls and insulation, however these services are provided by subcontractors to Delta Mechanical.

The management team consists of approximately 27 individuals. Bruce Bookbinder generates the leads on new business, maintains customer relationships and makes all final pricing decisions. He is active in every aspect of the business. Dennis Medeiros is Delta's is the head of Delta's service and refrigeration department.

Delta Mechanical's service division has a full time staff of talented technicians that are experienced and trained to service, trouble shoot, and repair a wide variety of HVAC and refrigeration equipment. The expertise and diversified knowledge of our service technicians allows Delta Mechanical to service a wide variety of equipment and facilities that includes residential complexes, high priority data centers, and critical health care facilities. Our talented and diversified technicians will ensure that any facility operation disruptions are minimized and problems are solved in the timeliest manner possible.

2. Offeror's Organization and Staffing

Delta Mechanical Contractors, LLC currently employs a full time office staff of 27 professional individuals and a field staff of 113 full time licensed pipefitters and plumbers and 9 service technicians that hold various certificates and licenses (see attached).

Our office staff consists of executives, project managers, assistant project managers, estimators, service and quality control manager, accounting and human resources. The majority of our talented and experienced office staff has been with Delta Mechanical for over 10 years (see attached resumes).

Our team of refrigeration and service technicians as well as any required sub-contractors will provide the necessary services that are outlined in the HVAC Maintenance and Repair Service Program. Some of the major sub-contractors that may be required include, but are not limited to, Insulation, Temperature Controls, and Testing and Balancing. Sub-contractors will vary from project to project based on specifications, scope of work, and project type.

Organizational Chart

<u>EXECUTIVES</u>	<u>PROJECT MANAGERS</u>	<u>ESTIMATING</u>	<u>ACCOUNTING/HUMAN RESOURCES</u>
Bruce Bookbinder – President	Bill Bigwood	Jeffrey Bookbinder – Chief Estimator	Allison Eddy
David Greenberg – Vice President	Robert Ledger	Josh Pomeranz	Lisa Lanoie
Kim Bookbinder - Treasurer	Gary Rianna	Ryan Benson	Cheryl Leonard
Kevin Hopkins – Safety Officer	Peter Rocchio		
	John Smith		
	Michael Spooner		
	Steven Wiseman		
	Josh Pomeranz		
	Kevin Munroe – FP		
	Fred Pucillo - FP		

<u>REFRIGERATION/SERVICE/ COMMISSIONING</u>	<u>PROJECT ASSISTANTS</u>	<u>WAREHOUSE OPERATIONS</u>	<u>RECEPTION</u>
Dennis Medeiros – Manager	Nicole Botelho	David Sirois – Manager	Joann Gyorgy
Jeff Mathews	Mathew Price	Michael Bianchi	
Chris Moore	Richard Sutton	John Halapia	
Ron Lavoie	Emerson Bookbinder		
Al Poli	Tammy Maccarone		
Jason Granier			
Steve Maymon			
Eric Cox			
Jeff Smith			
Justin Medeiros			

3. Work Plan/Approach Proposed

Delta Mechanical Contractors will be able to fulfill the requirements of this proposal by completing the following work plan. Upon receiving a call from the state for an issue at hand, Delta Mechanical will dispatch one of our technicians. After arriving at the location of the issue our technicians will diagnose the problem at hand and present it to the state. Our technician will then recommend a solution(s) to the state. Upon agreeing on a solution Delta Mechanical will then work to remedy the issue at hand in the most timely manner possible. Each issue/approach will be unique, however our diversified staff of technicians will be able to diagnose and solve any problem/issue that they may encounter.

4. Previous Experience and Background

1) See Attached.

2) References:

a. Ken McCabe – (401)825-2111

CCRI Warwick

400 East Ave.

Warwick, RI 02886-1807

b. David Snow – (401)338-3557

CCRI Lincoln

1762 Louisquisset Pike

Lincoln, RI 02865-4585

c. Mike Donn – (401)292-6368

Fidelity Investments

500 Salem St

Smithfield, RI 02917

3) Delta Mechanical is not a certified MBE, however we may be able to provide MBE on certain projects.

4) 10 years.



Section 16.1

1. Call Dennis Medeiros at (401) 265-7800 and explain the situation. If Dennis can't be reached two alternate contacts are:
2. Chris Moore at (401) 536-5901
3. Jeff Mathews at (401) 378-3662

4. Dennis will then dispatch a service technician to diagnose problem.

5. Report findings and recommended solutions to on site staff.

6. Depending on the magnitude and requirements of the repairs they will be completed in the most timely manner possible.



Section 16.2

All Delta Mechanical Employees are OSHA 10 Certified, and all Delta Mechanical Foreman are OSHA 30 Certified. The Director of Safety for Delta Mechanical is OSHA 500 certified.

All Delta Mechanical Employees are competent persons for confined space work, however, each job/project is evaluated on an individual basis and job hazard analysis are provided for each individual case.

RI Licenses MP001953 & MF6195

44 Wilclar Street ▲ Warwick ▲ Rhode Island ▲ 02886 ▲ 401-737-3500 ▲ Fax 401-737-3518

An Equal Opportunity Affirmative Action Employer

Section 16.2

SAFETY AND POLICY STATEMENT
May, 2011

To: All Delta Mechanical Contractors LLC Employees

From: Delta Mechanical Contractors LLC's President

It is the policy of Delta Mechanical Contractors LLC's Fall Protection, Inc. to prevent accidents and personal injuries and provide a safe and healthy work environment. We believe that our employees are our most important assets and that every employee is entitled to a safe and healthy place to work. Safety is one of our top priorities and we will strive to maintain safe working practices through education, training and preventative measures.

The Safety Program adopted by Delta Mechanical Contractors LLC is outlined in the attached documentation and the Company Officers, Project Managers and Field Supervisors have full authority to implement and enforce all safety rules, and my full support to carry out those responsibilities. However, as professionals in the construction industry, all of our employees should be ever mindful of the dangers inherent to their profession and follow these safe-working procedures as a condition of employment.

Frequent inspections of our work sites by our Field Supervisors and their assistants should be conducted to ensure all safety rules are being followed. Supervisors are obligated to hold weekly safety meetings on their sites with all of our employees as well as our subcontractors' safety representatives.

We expect everyone, including our subcontractors, to support and abide by the safety rules contained in this manual. Safety will be considered an equal partner with scheduling, productivity, and quality. Violators of the program will face disciplinary actions ranging from warnings and citations to dismissal.

Our concern for the safety and health of all that work on and visit our job sites is paramount. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility.

Safety is a team effort. The cooperation between our employees and management in the observance of this policy will ensure safe working conditions and result in accident free job sites. Let us work together and make our working environment a safe one.

PREFACE

The safety standards in this manual have been developed to prevent accidents that might occur to employees of Delta Mechanical Contractors LLC's. We expect everyone, including our subcontractors, to support and abide by the safety rules contained in this manual.

With the cooperation of all personnel in following and enforcing these standards, the potential for accidents will be minimized. It is the responsibility of each employee to comply with the company and client safety and health standards and all rules relating to his/her actions and conduct. This manual is effective on the date of issue.

It is not practical to include information to meet all contingencies. Employees are always expected to be safety conscious. They shall place themselves in as safe and secure a position as possible and shall guard against any possible hazards. They should not rely on the care exercised by others nor should they trust safety devices alone. A safety conscious person thinks for himself/herself and those around them.

These standards can be superseded or amended only by an official notice, which is properly signed and posted. In case of an emergency, a supervisor may temporarily modify these standards to permit proper handling of a specific emergency.

DEFINITIONS

ANSI – American National Standards Institute

Approved – Complies with existing OSHA, NIOSH, and ANSI requirements, as well as other standards required the Safety Director.

Competent person – a person capable of identifying existing and predictable hazards in the working environment which are unsanitary, hazardous, or dangerous to employees. A competent person must also have the authority to take prompt corrective actions to correct these hazards. (i.e. Delta Mechanical Contractors LLC field supervisors and project managers trained and experienced in the construction industry)

Confined Space – Any enclosed space that may be or become difficult to get out of due to restricted movement or a small door.

Emergency – A sudden, unforeseen event requiring immediate action to avoid or lessen injury or damage.

Excavation – Any manmade cavity or depression on the earth's surface, including, but not limited to its sides, walls or faces.

Gross Violation – A violation so hazardous as to be immediately life or health threatening, or a violation that is willful or malicious.

Major Violation – Violation which could result in physical injury or property damage.

Near Miss – An avoided accident. An incident that could have occurred, but due to mitigating circumstances (or luck) did not occur.

NIOSH – National Institute for Occupational Safety and Health

NFPA – National Fire Protection Association

OSHA – Occupational Safety and Health Administration

Scaffolding – Any raised work deck, including staging, sky climber, etc.

Suspension – Disciplinary action consisting of removal, without pay, from a job for a specified length of time. It **does not** constitute lay off for lack of work.

Trench – A narrow excavation made below the surface of the ground, i.e., a ditch.

Trench Box – A steel box used to shore or brace the walls of a trench which can be moved along as the work progresses. Also referred to as "Trench Shield".

CODE OF SAFE PRACTICES

1. Employees shall observe and obey the safety and health requirements of the Safety Program, the Code of Safe Practices and all other established safety and health standards and regulations as are necessary to the safe and healthy performance of their work.
2. All Project employees will be subject to fair and consistent disciplinary action for policy noncompliance.
3. The possession or sale of illegal drugs, alcohol or weapons on any Project is strictly prohibited.
4. Employees must come to work on time, fit for duty and dressed in attire suitable for construction work, including shirts with sleeves, long trousers and proper work shoes. Additional protective gear requirements will depend upon the hazards associated with each task to be performed. **HARD HATS ARE TO BE WORN BY EVERYONE AT ALL TIMES WHILE ON SITE FOR THE DURATION OF EVERY PROJECT.**
5. Persons not directly involved with the on-site construction of a Project shall not enter the site unless they obtain permission from a member of the Project Staff. Visitors must wear a hard hat and comply with all other safety requirements as they apply.
6. All accidents, incidents and injuries must be reported to a supervisor immediately. Hazardous conditions and unsafe activities observed should also be reported to a supervisor so that corrective action can be taken.
7. Employees must attend a "Project Safety Review Meeting" at the start of each project and sign in acknowledging attending the meeting and sign out acknowledging completion of the project without injury.
8. Employees must attend a weekly "Tool Box Talk" Safety Meeting and sign an Attendance List.
9. Blood may contain communicable diseases. Spilled blood and exposures to blood must be reported to a supervisor.
10. Authorization from a supervisor is required for entry into confined spaces, trenches or enclosed areas that may contain a hazardous atmosphere.
11. Labels on tools, materials and chemical containers must be read before use, and the instructions for the proper use, handling and personal protective equipment required must be followed.
12. Materials, trash or other objects must not be thrown from buildings or structures. Anyone caught throwing material from upper levels will be subject to immediate dismissal.
13. Materials must not be stored within six feet of floor openings or within ten feet of open floor edges.
14. Materials on roofs and open floors must be secured to prevent them from being windblown.

31. Overhead protection structures are to be used to enter or exit a building when they are provided.
32. Areas that are separated from the main work areas by warning lines, control lines or barricades must not be entered by unauthorized employees. These areas are blocked off for safety reasons, and they may contain hazards that are not obvious.
33. A full-body harness or other approved means must be used for fall protection at unguarded floor edges, floor openings and other fall hazards where the fall distance is six feet or more. When guardrails, control lines or warning lines are temporarily removed, provisions to prevent unprotected employees from entering the area must be provided.
34. Riding on trucks and heavy equipment is permitted only where a seat has been provided by the manufacturer, and seat belts must be used when they have been provided.
35. Employees must not attempt to cross the path of a truck or a piece of heavy equipment unless eye contact is made with the operator and a "go ahead" signal is given. Employees must stay alert and keep clear of moving equipment.
36. Scaffolds must be erected, altered, used and dismantled under the supervision of a competent person.
37. A proper ladder must be used for access to a scaffold, work platform or another level. Climbing scaffold brace/frame is not permitted. When ascending or descending a ladder, employees will use the three point system, e.g. one hand and two feet or two hands and one foot must be in contact with the ladder at all times.
38. iPods, Walkmans, discmans, stereo radios and other types of personal radios may cause communication problems during an emergency and are prohibited.
39. Housekeeping must be maintained at the highest level. Clean up is required, especially for food rubbish. Left over or scrap materials must be removed.

If you transfer chemicals from a labeled container to a portable container that is intended only for your immediate use, no labels are required on the portable container. Pipes and piping systems are not labeled but their contents will be described in a training session.

Nonroutine tasks

When you are required to perform hazardous nonroutine tasks, a special training session will be conducted to inform you about the hazardous chemicals to which you might be exposed while performing the nonroutine task and the proper precautions to take to reduce or avoid the risk of exposure.

Training

Everyone who works with or is potentially exposed to hazardous chemicals will receive initial training on the Hazard Communication Standard and the safe use of those hazardous chemicals by the Senior Field Supervisor. Whenever a new hazard is introduced, additional training will be provided. Regular safety meetings will also be used to review the information presented in the initial training. Supervisory personnel will be extensively trained regarding hazards and appropriate protective measures so that they will be available to answer questions from employees and provide daily monitoring of safe work practices.

The training program will emphasize these items:

1. Summary of the standard and this written program.
2. Chemical and physical properties of hazardous materials (for example, flash point, reactivity) and methods that can be used to detect the presence or release of chemicals (including chemicals in unlabeled pipes).
3. Physical hazards of chemicals (potential for fire, explosion, etc.).
4. Health hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.
5. Procedures to protect against hazards (personal protective equipment that is required and its proper use and maintenance; work practices or methods to assure proper use and handling of chemicals; and procedures for emergency response).
6. Work procedures to follow to assure protection when cleaning hazardous chemical spills and leaks.
7. Where MSDS are located, how to read and interpret the information on both labels and MSDS and how employees may obtain additional hazard information.

The Vice President will review Delta Mechanical Contractors LLC's employee training program and give advice regarding training and retraining needs. Retraining is required when the hazard changes or when a new hazard is introduced into the workplace, but it will be Delta Mechanical Contractors LLC policy to provide training regularly in safety meetings to ensure the effectiveness of its training program. As part of the assessment of the training program, the Vice President will obtain input from you regarding training that you receive and suggestions for improving it.

Outside contractors

Upon notification of their presence or potential presence in Delta Mechanical Contractors LLC's workplace, the Vice President will advise outside contractors in person of any chemical hazards that may be encountered in the normal course of their work on Delta Mechanical Contractors LLC premises, the labeling system in use, the protective measures to be taken, and the safe handling procedures to be used. In addition, the Vice President will notify these individuals of the location and availability of MSDS. Each contractor bringing chemicals on site must provide

DRUG FREE WORK PLACE POLICY

The corporation has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and clients we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal contractor we have a duty to comply with the requirement of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the corporation the following drug and alcohol free workplace policy.

The corporation has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on corporate paid time, on corporate premises, in corporate vehicles or while engaged in corporate activities.

In accordance with the Drug-Free Workplace Act of 1988, employees must notify the vice president of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with the corporation is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the corporation maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The corporation will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the corporation's policies and applicable federal, state or local laws.

The corporation further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of corporation issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the corporation has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines. For more information, please speak to the vice president.

Drug and Alcohol Free Awareness Program

In order to maintain a drug and alcohol free workplace, the corporation has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) the corporation's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the corporation's drug and alcohol free workplace. Such education includes: inclusion of the company's drug and alcohol free workplace policy in this safety program and any other personnel policy publications.

FIELD SUPERVISORS' RESPONSIBILITIES

The safety of the employees under your control and the safe work practices of Subcontractors on your jobsite must be two of your primary concerns. OSHA standards as well as good work practices, require Delta Mechanical Contractors LLC to designate a "competent person" on every job. This "competent person" must be capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees. A "competent person" must also have the authority to take prompt corrective actions to correct those hazards.

Field Supervisors will be Delta Mechanical Contractors LLC's designated "**competent person**" and shall have full authority to implement and enforce all rules and regulations and shall be responsible for safety at all times.

Field Supervisors' responsibilities shall include, but not be limited to, the following:

1. Ensuring that all work is performed in accordance with this safety program and any client specific policies and procedures and take every opportunity to prevent unsafe conditions from existing or continuing to exist; never giving permission to perform work in an unsafe manner or in violation of this safety program, or any federal, state, or local safety standard; ensuring the availability and use of all required protective equipment and proper use instructions, and ensuring that there is an adequate supply of hard hats, safety glasses, and other safety equipment on the site for visitors.
2. Ensuring that a copy of Delta Mechanical Contractors LLC's Safety Manual, Haz-Com Program, and an MSDS for each hazardous material brought to the jobsite by Delta Mechanical Contractors LLC is available at a central location on the jobsite.
3. Ensuring that all subcontractors provide Delta Mechanical Contractors LLC with a copy of their safety manual, Haz-Com Program, and a copy of their MSDS for every hazardous material that they bring on to the job site.
4. Reviewing and investigating all accidents involving our employees or any subcontractor on the site and immediately report the accident to the management of Delta Mechanical Contractors LLC's. Fill out an accident report on any accident involving Delta Mechanical Contractors LLC employees and forward it immediately to the Vice President of Delta Mechanical Contractors LLC's. If an accident results in death or the hospital admission of three or more workers, the Vice President will notify the local OSHA office.
5. Ensuring that all injuries are treated immediately and all injuries and illnesses are reported as they occur.
7. Notifying all other contractors and subcontractors when actions undertaken could adversely affect the health and safety of anyone on your jobsite.
8. Conducting **Project Safety Review Meetings** at the beginning of each project to identify all safety hazards and proper work methods with the crew. The Project Safety Review card will be signed by each member of the crew at the start of the project and at the end of the project to acknowledge completion of the project without injury.
9. Conducting **Weekly "Tool Box" Safety Meetings** as provided from the Vice President. These meetings will be held on the first workday of each week and last 5-10 minutes. The tool box forms will be signed by all in attendance. To be noted on the Weekly Toolbox Log **a.** the meeting's subject and **b.** a list of attendees
10. Inform the site's Project Manager of any violations or emergencies that are outside the scope of the Supervisor's authority.
11. Before the start of work and before leaving at the end of the day, conduct a jobsite

SUBCONTRACTOR RESPONSIBILITIES

The subcontractor's employees and supervisors will conform to all rules under the subsections of this manual entitled "EMPLOYEE RESPONSIBILITIES" and "GENERAL SAFETY RULES", and will abide by all federal, state, local and contractor regulations, as well as all safety rules and regulations outlined in this manual or required by client policies.

1. Delta Mechanical Contractors LLC is responsible for the maintenance of safe working conditions on its jobsites, and all subcontractors will comply with Delta Mechanical Contractors LLC officers' and representatives' directives.
2. Subcontractors will:
 - a. Attend a pre-construction safety meeting to understand the project's safety requirements.
 - b. Provide appropriate methods, equipment, devices, and material to assure a safe workplace. Present a copy of their company's safety manual, insurance certificate, and proof of workmen's compensation coverage to Delta Mechanical Contractors LLC's corporate office for approval prior to beginning work at the jobsite.
 - c. Provide the necessary personal protective equipment to their employees needed for any specific task and have that equipment on site and ready for use daily.
 - d. Immediately inform the Delta Mechanical Contractors LLC Field Supervisor of any accidents and all injuries to their employees and immediately investigate any accidents or incidents involving their employees.
 - f. Report to the Delta Mechanical Contractors LLC Field Supervisor any unsafe conditions brought to their attention. It is the subcontractor's contractual obligation to establish and maintain safe working conditions at the job site.
 - g. Stop work when a hazard or potential hazard exists or in the event that conditions are such that there is immediate danger to life, limb or property.
 - h. Notify all other contractors and subcontractors when your employees' actions could adversely affect the health or safety of employees of other companies.
 - i. Ensure that all work activity for the day ahead has been reviewed for safety concerns and that all safety requirements will be met.
 - j. Instruct each of their employees on the job site in the recognition and avoidance of unsafe acts and/or conditions applicable to their work environment to control or eliminate injury or illness, and will enforce all applicable safety rules on their employees.
 - k. Maintain their equipment and vehicles with regularly scheduled maintenance and repairs to keep their equipment in safe operating condition.
3. Each subcontractor will submit the name of a job site safety representative to the field supervisor prior to starting work on the job site. This representative will be responsible for the safety and health of the personnel employed by their company and its subcontractors. Each safety representative will be required to stop any and all hazardous work being performed by their employer whenever there is imminent danger to life and/or health.
4. ***All personal protective equipment must be provided by the subcontractor to its employees in all operations where there is exposure to hazardous conditions.***
 - a. All personnel, supervisors, craft, salespersons, visitors, etc., shall wear hard hats when on the construction site.
 - b. Safety harnesses and lanyards will be made available by the subcontractor to their

SUBCONTRACTOR JOBSITE SAFETY PLEDGE

Project Name: _____

Superintendent: _____

I certify that I have received a copy of the Delta Mechanical Contractors, LLC Field Safety Manual section entitled "Subcontractor's Responsibilities" and that I understand the safe work practices and procedures, which are required by Delta Mechanical Contractors, LLC I agree to abide by these practices in all work performed. I will be responsible for my employees being made aware of these required safe work practices.

Subcontractor's Signature: _____

Print Name: _____

Company Name: _____

Jobsite: _____

Date: _____

SAFETY INSPECTIONS

Walk-around safety inspections will be conducted at the beginning of each job and at least weekly thereafter.

- The inspections will be conducted by the senior Delta Mechanical Contractors LLC's employee onsite utilizing the Delta Mechanical Contractors LLC's Field Safety Audit checklist.
- The inspections will be documented and the documentation will be made available for inspection by representatives of the Department of Labor, Owners' Rep and affected employees.
- The records of the walk-around inspections will be maintained until the completion of the job.
- Completed inspection checklists will be forwarded to the Delta Mechanical Contractors LLC's Cooperate Office for review and retention.

(S) indicates Satisfactory

(U) indicates Unsatisfactory

Date of inspection/walk around																				
Tools																				
Power tools, wiring and grounding																				
Hand tools (condition)																				
Use and storage of tools																				
Personal protective equipment																				
Goggles or face shield																				
Substantial footwear																				
Hard hats																				
Gloves																				
Respirators																				
Fall protection equipment																				
Other protective clothing																				
Fire protection																				
Extinguishing equipment																				
Exits, stairs, and signs																				
Storage of flammable materials																				
Material Handling Equipment																				
Power trucks and hand trucks																				
Elevators																				
Cranes and hoists																				
Conveyors																				
Cables, ropes, chains, slings																				
Housekeeping																				
Aisles, stairs and floors																				
Storage and piling of materials																				
Wash and locker rooms																				
Light and ventilation																				
Disposal of water																				
Yards and parking lots																				
Bulletin boards																				
Only safety and health materials posted																				
Neat and attractive																				
Display regularly changed																				
Well-illuminated																				

GENERAL SAFETY RULES

1. All employees are obligated to recognize and avoid safety hazards and to take all precautions to prevent accidents.
2. Practice good housekeeping in your work area. All tools shall be properly maintained. Do not leave materials and scrap in the work area. Keep stairways, high traffic areas, work platforms, and ramps clear and free of debris, tools, hoses, and cords.
3. Obey all posted warning signs, such as "KEEP OUT", "NO SMOKING", "EYE PROTECTION REQUIRED" and "AUTHORIZED PERSONNEL ONLY".
4. Sliding down ropes, cables and guys is strictly forbidden. Climbing scaffolds is strictly forbidden.
5. Never jump from an elevated surface. Use ladders and stairs for access and egress.
6. The handling of explosives and powder activated tools will be by authorized personnel only
7. Use or possession of alcoholic beverages or non-prescription drugs on the job site is strictly forbidden. Violators are subject to termination.
8. Equipment will not be left unattended while in operation or in motion.
9. Loose or torn clothing will not be worn around moving equipment
10. Gasoline will not be used for cleaning hands, equipment or parts.
11. Compressed air shall not be used for blowing dirt or dust from your body or clothing or blown at another person.
12. Hard hats and safety glasses are required along with shirts, long trousers and hard sole work boots or shoes. Shorts, cut off shirts, sweat pants, sneakers or other light weight shoes will not be worn.
13. Allow no machine to operate within ten feet of any power line.
14. Enter a confined space only after an air sample has been taken and proper forms filled out.
15. Only the person who tags out or locks out equipment is allowed to remove such a tag or lock from the equipment.
16. Employees must be in "working" clothes and ready for work at the designated starting time.
17. Personnel will not quit work before the time designated for the conclusion of the work shift.
18. Employees must report to work each regularly scheduled work day. Continued absenteeism is a violation of these rules.
19. Personnel must comply with both verbal and written instruction from a Field Supervisor or Project Manager.
20. While on the job site, personnel must comply with OSHA and Delta Mechanical Contractors LLC Safety and Health Standards along with all client specific safety requirements on the project.
21. All personal work injuries must be reported to a Supervisor immediately.
22. If respirators are a requirement of the job, they will not be removed while in the work area for any reason.
23. If air sampling equipment has been attached to an individual, this equipment must be left alone and unobstructed until instructed to remove it.
24. Fighting or attempting bodily injury to another employee or Company visitor while on Company property is not permitted and is cause for dismissal.
25. Unauthorized use of or willful or wanton neglect in the care of and/or use of Company property is not permitted.
26. The carrying of concealed weapons on Company property or in Company vehicles is expressly forbidden
27. Falsifying Company records and/or reports will not be tolerated.
28. Secure loose materials or scrap which might blow from roofs or other heights.
29. Be aware of emergency escape routes and exits

ACCIDENT/INCIDENT INVESTIGATION AND REPORTING

1. Delta Mechanical Contractors LLC Employees
 - a. Promptly report incidents or near misses that occur to supervisor
 - b. Report hazardous conditions to your supervisor
 - c. Participate in incident investigations, as needed or required

2. Delta Mechanical Contractors LLC Supervisors
 - a. Provide or arrange for adequate medical treatment for any injured employee-see Attention to Injuries
 - b. Promptly investigate any incidents or near miss incidents that occur.
 - c. Document any accident, incident or near miss using Accident, Incident or Near Miss Investigation Report and report to management immediately.
 - d. Provide all available details surrounding the accident or incident including photo documentation, measurements, witnesses, etc. Initial identification of evidence immediately following the incident might include a listing of people, equipment, and materials involved and a recording of environmental factors such as weather, illumination, temperature, noise, ventilation, etc.
 - e. Interview witnesses and collect witness statements as applicable.
 - f. Evidence such as people, positions of equipment, parts, and papers must be preserved, secured, and collected through notes, photographs, witness statements, flagging, and impoundment of documents and equipment.
 - g. Provide recommendations to management on corrective actions to prevent recurrence of similar incidents

3. Delta Mechanical Contractors LLC Management
 - a. Participate in incident investigations
 - b. Review incident reports
 - c. Recommend corrective or preventive actions to eliminate similar incidents
 - d. Track corrective and preventive actions to ensure completion
 - e. Maintain required documentation
 - f. Required incidents must be verbally reported to OSHA within 8 hours of their discovery. Incidents must also be reported to the owner client as soon as possible, or in a timely manner (within 24 hours of incident).

Training

Employees will be trained in their responsibilities regarding accident and incident reporting during New Hire Orientation. Supervisors will receive additional training upon promotion to supervisor.

Number of attachments:	Written witness statements:	Photographs:	Maps / drawings:
What personal protective equipment was being used (if any)?			
Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.			
Description continued on attached sheets: <input type="checkbox"/>			

Step 3: Why did the incident happen?	
Unsafe workplace conditions: (Check all that apply) <input type="checkbox"/> Inadequate guard <input type="checkbox"/> Unguarded hazard <input type="checkbox"/> Safety device is defective <input type="checkbox"/> Tool or equipment defective <input type="checkbox"/> Workstation layout is hazardous <input type="checkbox"/> Unsafe lighting <input type="checkbox"/> Unsafe ventilation <input type="checkbox"/> Lack of needed personal protective equipment <input type="checkbox"/> Lack of appropriate equipment / tools <input type="checkbox"/> Unsafe clothing <input type="checkbox"/> No training or insufficient training <input type="checkbox"/> Other:	Unsafe acts by people: (Check all that apply) <input type="checkbox"/> Operating without permission <input type="checkbox"/> Operating at unsafe speed <input type="checkbox"/> Servicing equipment that has power to it <input type="checkbox"/> Making a safety device inoperative <input type="checkbox"/> Using defective equipment <input type="checkbox"/> Using equipment in an unapproved way <input type="checkbox"/> Unsafe lifting by hand <input type="checkbox"/> Taking an unsafe position or posture <input type="checkbox"/> Distraction, teasing, horseplay <input type="checkbox"/> Failure to wear personal protective equipment <input type="checkbox"/> Failure to use the available equipment / tools <input type="checkbox"/> Other:
Why did the unsafe conditions exist?	
Why did the unsafe acts occur?	
Is there a reward (such as “the job can be done more quickly”, or “the product is less likely to be damaged”) that may have encouraged the unsafe conditions or acts? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:	
Were the unsafe acts or conditions reported prior to the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have there been similar incidents or near misses prior to this one? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ATTENTION TO INJURIES

Workers are required to know the location and content of first aid kits. Client emergency procedures will be reviewed and emergency contact information will be posted at the job site and communicated to employees during the Project Safety Review. At least one member of the Delta Mechanical Contractors LLC field crew will be First Aid/CPR certified.

Appropriate antiseptic hand cleanser in conjunction with cloth/paper towels or antiseptic towelettes will be present at all Delta Mechanical Contractors LLC job sites.

Appropriate personal protective equipment will be provided at no cost to Delta Mechanical Contractors LLC employees.

Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials. The Hepatitis B vaccine will be made available to all employees that have occupational exposure at no cost to the employee(s).

All equipment or environmental surfaces shall be cleaned & decontaminated after contact with blood or other infectious materials

All injuries shall be reported to the Field Supervisor. If an injury requires more than first aid, it is required that prompt, professional medical attention be secured for the injured worker.

If the injury is not serious or life threatening (i.e. minor lacerations, embedded foreign bodies in the eye, minor sprains, strains, etc.) but requires medical attention, the superintendent (upon election of the injured employee) shall call the nearest urgent care facility. The employee will receive treatment and if medically cleared, he/she will be returned to the workplace either to resume work or be sent home for the rest of the day, or until such time as the local medical personnel clears the employee to return to work.

In the event of an injury that requires emergency medical treatment (i.e., severe head injury, amputation, heart attack, severe bleeding, stopped breathing, etc), the emergency rescue number will be called while first aid is administered on the site by someone properly trained and certified in first aid.

In the event of a death or hospitalization of three or more employees, the proper officials shall be notified immediately (OSHA, Project Manager, Delta Mechanical Contractors LLC officials)

Once an accident has occurred, the supervisor shall immediately fill out an Accident, Incident or Near Miss Investigation Report form. **THIS IS REQUIRED.** The form will be filled out with a complete description of the accident and shall be sent to the corporate office. See Accident/Incident Investigation and Reporting above.

Accurate records for each employee with occupational exposure will be maintained for at least the duration of employment plus 30 years. Employees will have access to a copy of the exposure control plan.

Training shall be provided at the time of initial assignment and within one year of previous training. Training records shall be maintained for 3 years from the date of training.

The company will post a copy of the establishment's summary (OSHA Form 300A) in each facility in a place accessible to employees and in a location where employees would normally look for such information. The summary covering the previous calendar year will be posted no later than February 1 and will remain in place until April 30. For employees who do not primarily report or work at a fixed site belonging to the company, or who do not report to any fixed site on a regular basis, we will satisfy this posting requirement by presenting or mailing a copy of the summary during the month of February of the following year to each such employee who receives pay during that month.

AERIAL LIFTS & SCISSOR LIFTS

Only authorized employees shall be allowed to operate mobile equipment. Authorization to operate mobile equipment will be issued to employees qualifying under appropriate training and proficiency testing. A person using lifts must be trained by a "competent person".

Any use of an aerial lift must be in accordance with the requirements and limits identified in the owner's manual from the manufacturer. Develop and document appropriate workplace specific rules and procedures, where required.

The operator shall not use, or attempt to use any vehicle in any manner or for any purpose other than for which it is designated.

The operator shall not load the vehicle/equipment beyond its established load limit and shall not move load which because of the length, width, or height that have not been centered and secured for safe transportation.

Unauthorized personnel shall not be permitted to ride on equipment unless it is equipped to accommodate passengers safely.

No operator shall operate mobile equipment without the protection of an enclosed cab or approved eye protection.

Before starting the engine, the driver shall fasten seat belts and adjust them for a proper fit.

The insulated portion of an aerial lift shall not be altered in any manner that might reduce its insulating value.

Articulating boom and extensible boom platforms, designed as personnel carriers, shall have both platform (upper) and lower controls. Upper controls shall be in or beside the platform within easy reach of the operator. Lower controls shall provide for overriding the upper controls. Controls must be plainly marked as to their function.

Manufacturers' manuals are available and stored in the weatherproof containers on the lifts or in the mobile units.

The aerial lift must have a reverse signal alarm audible above the surrounding noise level or the vehicle is backed up only when a spotter is used.

Ensure that equipment is inspected each day prior to use to determine that controls are in safe working condition. Utilize inspection checklist supplied by lift rental company or Aerial Lift Operator Checklist (see Standard Forms).

Fall arrest system lanyards must be used and attached to the anchor point on the floor of the basket or the boom of the lift. Securing the lanyard to an adjacent pole, structure, or equipment, or to the railings of the basket while working from an aerial lift shall NOT be permitted. If employees are required to leave the basket and are subjected to a fall hazard, a second lanyard must be used to ensure that fall protection requirements are continuous.

Operators shall maintain safe distances from electrical power lines, conductors or bus bars. Operators must allow for boom or platform movement or electrical line sway or sag. Operators shall follow minimum safe approach distances (MSAD). At no time will an operator position the bucket closer than 10' from any electrical source.

MSAD (Minimum Safe Approach Distance) to Energized (Exposed or Insulated) Power Lines

Voltage Range (Phase to Phase) Minimum Safe Approach Distance

0 to 300V	10'
Over 300 to 50KV	10'
Over 50KV to 200KV	15'
Over 200KV to 350KV	20'
Over 350KV to 500KV	25'
Over 500KV to 750KV	35'
Over 750KV to 1000KV	45'

The operator of a gasoline or diesel vehicle shall shut off the engine before filling the fuel tank and shall ensure that the nozzle of the filling hose makes contact with the filling neck of the tank. No one shall be on the vehicle during fueling operations except as specifically required by design. There shall be no smoking or open flames in the immediate area during fueling operation.

Fuel caps must be in place before starting.

Liquid fuels such as gasoline and diesel fuel must be handled in accordance with NFPA standards for Flammable and Combustible Liquids.

The operator must conduct a safety / circle check of the vehicle to determine hazards.

The operator must conduct a worksite inspection.

Other Mobile Equipment

No operator shall operate mobile equipment without the protection of an enclosed cab of approved eye protection.

Before starting the engine, the driver shall fasten seat belts and adjust them for a proper fit.

Demonstrate understanding of the visibility limitations of the vehicle, loaded and unloaded.

Demonstrate understanding of the factors that affect vehicle stability.

Demonstrate understanding of the purpose of placards, decals, and instructional markings on the vehicle.

Demonstrate the ability to survey the work area for hazards.

Demonstrate the ability to properly use a fall protection system.

Demonstrate understanding of the falling object hazards in the work area.

Demonstrate understanding of maximum vehicle capacities and vehicle limitations.

Demonstrate understanding of the proper work activities for this type of aerial lift.

Demonstrate understanding of the training requirements for authorized vehicle operation.

Demonstrate the ability to operate the lower controls safely.

Evaluator Signature	Date
Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

Evaluator Signature	Date

ASBESTOS AWARENESS

Asbestos materials are used in the manufacture of heat-resistant clothing, automotive brake and clutch linings, and a variety of building materials including insulation, soundproofing, floor tiles, roofing felts, ceiling tiles, asbestos-cement pipe and sheet, and fire-resistant drywall. Asbestos is also present in pipe and boiler insulation materials, pipeline wrap and in sprayed-on materials located on beams, in crawlspaces, and between walls.

Exposure to asbestos has been shown to cause lung cancer, asbestosis, mesothelioma, and cancer of the stomach and colon.

All Delta Mechanical Contractors LLC field technicians will be given asbestos awareness training upon hire, and periodically thereafter. The training will include:

- Known health effects of asbestos exposure
- Recognize various asbestos-containing materials (ACM)
- Procedure for reporting suspected asbestos
- Appropriate work practices in the presence of or suspected presence of ACM

Initial training will be documented on the New Hire Orientation signoff sheet. Training records will be maintained for at least one year beyond the last date of employment for each employee

Delta Mechanical Contractors LLC employees are not authorized to work in environments that contain asbestos. Accordingly, whenever an Delta Mechanical Contractors LLC employee believes, or suspects that asbestos may exist, is advised by the client of the presence of asbestos, or sees warning signs and labels that identify the material is present, they are to immediately cease work, and notify the home office. Only after the hazard has been removed are Delta Mechanical Contractors LLC employees allowed to re-enter the site to perform our work. Delta Mechanical Contractors LLC employees shall ensure that asbestos containing material and/or presumed asbestos containing material will not be disturbed.

When working on a multi-contractor worksite, if employees working immediately adjacent to a Class I asbestos job are exposed to asbestos due to the inadequate containment of such job, Delta Mechanical Contractors LLC employees shall either be removed from the area until the enclosure breach is repaired and an initial exposure assessment is performed by a qualified person.

Definitions

Asbestos-Containing Material (ACM) - means any material containing more than one percent asbestos.

Presumed Asbestos-Containing Material (PACM) - means thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as "PACM" may be rebutted following procedures specified in the standard.

Surfacing ACM - means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes) and that contains more than 1% asbestos.

Thermal System Insulation (TSI) ACM - means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain and that contains more than 1% asbestos.

Class I Asbestos Work - means activities involving the removal of TSI and surfacing ACM and PACM.

CONCRETE CUTTING & GRINDING

What is crystalline silica (quartz)?

The terms crystalline silica and quartz refer to the same thing. Crystalline silica is a natural constituent of the earth's crust and is a basic component of sand and granite.

What is silicosis?

Silicosis is a disease of the lungs due to breathing of dust containing crystalline silica particles. This dust can cause fibrosis or scar tissue formations in the lungs that reduce the lungs ability to work to extract oxygen from the air. There is no cure for this disease, thus, prevention is the only answer.

What are the symptoms of silicosis?

There are several stages of silicosis. Early stages may go completely unnoticed. Continued exposure may result in the exposed person noticing a shortness of breath upon exercising, possible fever and occasionally bluish skin at the ear lobes or lips. Silicosis makes a person more susceptible to infectious diseases of the lungs like tuberculosis. Progression of the disease leads to fatigue, extreme shortness of breath, loss of appetite, pain in the chest, and respiratory failure, which all may lead eventually to death. Acute silicosis may develop after short periods of exposure. Chronic silicosis usually occurs after 10 or more years of exposure to lower levels of quartz.

Where are construction workers exposed to crystalline silica dust?

The most severe exposures to crystalline silica result from sandblasting to remove paint and rust from stone buildings, metal bridges, tanks, and other surfaces. Other activities that may produce crystalline silica dust include jack hammering, rock/well drilling, concrete mixing, concrete drilling, and brick and concrete block cutting and sawing. Tunneling operations; repair or replacement of linings of rotary kilns and cupola furnaces; and setting, lying, and repair of railroad track are potential sources of crystalline silica exposure.

What is silicosis?

Silicosis is a disease of the lungs due to breathing of dust containing crystalline silica particles. This dust can cause fibrosis or scar tissue formations in the lungs that reduce the lungs ability to work to extract oxygen from the air. There is no cure for this disease thus prevention is the only answer.

What can employees do to limit their exposure to crystalline silica?

Be sure to use all available engineering controls such as water sprays and ventilation of containment structures. Substitution of less hazardous materials can also be used.

Be aware of the health effects of crystalline silica and that smoking adds to the damage.

- Know the work operations where exposure to crystalline silica may occur.
- Participate in any air monitoring or training programs offered by the employer.
- Use type CE positive pressure abrasive blasting respirators for sandblasting. □
- For other operations where respirators may be required, wear a respirator approved

RESPIRATORY PROTECTION

Voluntary Use of Filtering Facepiece Respirators

This policy guidance is provided to assist workers that are interested in utilizing filtering facepiece respirators on a voluntary basis. Workers will be permitted to voluntarily utilize NIOSH approved filtering facepiece respirators in environments that are not otherwise harmful, for example: not oxygen deficient, not an IDLH environment, no exposure to a harmful airborne substance that exceeds levels provided for within OSHA Part 1926. This program is designed for compliance with federal worker safety and health regulations.

As you may be aware, filtering facepiece respirators are designed with three levels of efficiency and categories of resistance. The efficiency levels are 95%, 99%, and 99.97% and the categories of resistance to filter efficiency degradation are labeled N, R, and P. The class that has been assigned to the filter will be clearly marked on the filter, filter package, or respirator box. For example, a filter marked N95 would mean an N-series filter that is at least 95% efficient. The selection of N, R, and P series filters depends on the presence or absence of oil particles, as follows: N for Not resistant to oil, R for Resistant to oil, and P for oil Proof.

Even Filtering facepiece respirators have use limitations. The service life of all three categories of filters efficiency degradation (N, R, and P series) is limited by considerations of hygiene, damage, and breathing resistance. All filters should be replaced whenever they are damaged, soiled, or causing noticeably increased breathing resistance (e.g., causing discomfort to the wearer).

The R or P series filters can be used for protection against oil or non-oil aerosols. N series filters should be used only for non-oil aerosols.

Only NIOSH approved filtering facepiece respirators shall be utilized. These respirators have NIOSH stamped on the filter media or exhale valve, if equipped with one. Additionally, a NIOSH approved respirator always has two adjustment straps. These respirators shall never be altered.

Prior to using a filtering facepiece respirator the worker must consult the use limitations provided by the manufacturer of the device.

Additionally, the worker must review and sign Filtering Facepiece Respirator – Voluntary Use Statement below:

BACK SAFETY IN THE WORKPLACE

Safe Lifting Techniques.

Look over the object to be lifted. Make sure it's not too heavy or too clumsy for good balance. Stand close to the load with feet apart for good balance. Make sure footing is secure. (Lifting close gives leverage, reducing low back strain.) "Straddle" the load somewhat. Keep your back as straight as possible, allowing the curves of the spine to distribute the load weight evenly. Remember many lifting accidents occur when the load slips from the hand. Tighten your abdominal muscles, straighten your knees and stand.

LIFT WITH YOUR LEGS and BUTTOCKS MUSCLES.

Avoid quick, jerky or twisting motions. When lifting overhead use extra care. The maximum load you can lift must be lighter because you can't use your feet.

BENDING

Kneel down on one knee. Bend knees and hips, not your back. When leaning forward, move your whole body, not just your arms.

TWISTING

Kneel down on one knee. Keep your back straight. Position yourself for the best possible leverage. Use arms and legs to do the work, not your back. Know your own lifting capacity and do not exceed it. If a load is too large or bulky, get help.

Moving things the wrong way may cause not only strains or sprains, but also hernias, wounds and fractures requiring medical attention or hospitalization.

COMPRESSED GASES

Gas cylinders shall not be rolled, dropped or jarred.

The valve cap or protective devices shall be employed at all times except when the cylinder is in actual use.

Cylinders shall not be handled or lifted by the valve cap.

The contents of the cylinder shall be clearly marked.

Cylinders shall be stored in an upright position and shall be secured with hardware chain or #9 wire. Twenty feet shall separate different gases.

Oxygen cylinders shall be stored apart from other tanks by at least twenty feet.

Leaking tanks shall be removed to an open area immediately.

Do not force connections that do not fit.

There shall be no oil, grease or other foreign matter on valves, regulators, etc. Flash back arresters shall be used.

Empty cylinders shall be marked "M.T." and stored away from those that are full.

Oxygen or acetylene cylinders shall not be taken into confined spaces.

Oxygen or acetylene cylinders shall be kept far enough away from the welding or cutting operation so that sparks and hot slag will not reach them.

Cylinder valves should be opened slowly to prevent damage to regulators.

Nothing should be placed on top of gas cylinders.

Gases will not be used straight from a cylinder but will pass through a regulator.

Torches shall be inspected daily for defects. Defective equipment shall not be used.

Torches will be lit with friction lighters and not by matches or other hot work.

Oxygen will not be used for blowing dust from the body or clothing of any person, nor will it be used for ventilation purposes.

entries. Check with the immediate site supervisor/foreman to ensure that approval for entry has been documented. **IF NOT, YOU ARE NOT TO ENTER THE CONFINED SPACE!!**

Client site specific forms should be completed. See sample Confined Space Entry Assessment and sample Confined Space Entry Permit.

ELECTRICAL SAFETY

Extreme caution is to be employed when working in the vicinity of power lines.

Backhoes and dump bodies are to maintain a distance of at least ten feet from power lines.

Aluminum ladders are not to be used where they could contact overhead power lines during erection, use and dismantling.

GFI's

- When electricity is used, GFI's are mandatory at all times.
- Each contractor must ensure that GFI's are being used.
- All 120 volt, single phase 15 and 20 amp receptacle outlets must be protected by Ground Fault Interruption Circuitry (GFI)

Electrical Cords

- Electrical cords must be heavy duty and ground pins must be intact.
- Electrical cord plugs must not be pulled away from the ends.
- Electrical cords must not be cut or damaged in any way.
- Only number 12 cords, or larger, may be repaired.
- Two-wire or flat cords will not be allowed on any jobsite.
- Temporary electrical cords must be covered or elevated. They must be kept clear of walkways or other locations where they may be exposed to damage or create tripping hazards.
- Cords shall not be driven over by equipment and must be buried or covered to prevent damage.
- Splices in electrical cords must retain the mechanical and insulated properties of the original cable

Electrical Tools

- Electrical tools must have a ground pin intact, unless it is double insulated.
- All temporary electrical equipment used on the jobsite will be listed by an approved testing laboratory for specific application (Underwriters Laboratories or Factory Mutual Laboratories).

All temporary electrical installations must conform to the National Electrical Code.

TEMPORARY LIGHTING GUARDS

All temporary lighting must have guards over the bulbs. Broken and burned out bulbs must be replaced as soon as practicable.

GENERAL ELECTRICAL SAFETY MEASURES

No one shall handle electrical equipment unless qualified in accordance with NFPA 70E and authorized to do so.

No one shall work on or in proximity to energized circuits of any voltage unless adequate safety measures have been taken.

Hazardous areas must be barricaded and appropriate warning signs posted.

EXCAVATING AND TRENCHING

CALL 811 or visit www.call811.com for information about underground utility location

Prior to any excavating, efforts shall be made to determine if there are underground utilities in the area and if so, they shall be located and protected during excavation operations.

An "OSHA Competent" person shall be present at all times in excavations greater than four feet deep if open, and employees are working in it.

The walls and faces of all excavations and trenches greater than five feet deep, in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground, or some other equivalent means, as determined by the Superintendent or Foreman of the jobsite.

In cases where employees may be required to enter an excavation, materials shall be effectively stored and retained at least two feet or more from the edge of the excavation.

Daily excavation inspections shall be made by qualified personnel or the jobsite Superintendent or Foreman.

If evidence of a possible cave-in or slide is apparent, all work in the excavation shall cease immediately. Work may resume only when all necessary precautions have been taken to safeguard the employees.

Trenches greater than four feet shall have ladders or steps located so as to require no more than twenty five feet of lateral travel.

The sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is greater than five feet deep and eight feet or more length. In lieu of shoring the sides of a trench above the five-foot level, it may be sloped to preclude collapse, but the rise shall not be steeper than one foot to each one-half foot horizontal.

Trees, boulders and other items on the surface which may cause or create a hazard shall be removed prior to the start of the excavation.

Water shall not be allowed to accumulate in an excavation.

Any and all persons entering or working in an excavation or trench are required to wear a hard hat.

Workers must be protected from falling more than six (6) feet through holes (including skylights) by hole covers, guardrails or personal fall arrest systems.

Workers on the face of form work or reinforcing steel must be protected from falling six (6) feet or more by personal fall arrest systems, nets or positioning devices.

Workers on the edge of excavations deeper than six (6) feet must be protected from falling by guardrails, fences or barricades when excavations are not easily visible.

Workers less than six (6) feet above dangerous equipment must be protected from falling into or on the equipment by guardrails or equipment guards.

Workers six (6) feet or higher above dangerous equipment must be protected from fall hazards by guardrails, personal fall arrest systems or nets.

Rescue

Rescue shall be provided for on all work sites. Rescue provisions will differ depending on the type of work being performed, the location of the work and other factors that are assessed on job specific basis and are part of the Project Safety Review meeting. Provisions are to be made prior to the commencement of work to ensure for the prompt rescue of a fallen worker.

There are three types of rescue:

Self rescue – when a worker has fallen but has not suffered significant injury and is able to rescue themselves.

Assisted Rescue - when a worker has fallen, is unable to perform a self rescue but is capable of participating in a rescue performed by others.

Incapacitated Rescue - when a worker has fallen and is unconscious or otherwise unable to assist in their rescue. Under this set of circumstances a rescue team will need to perform without the assistance of the fallen worker.

Typical types of rescue may include the following:

- Calling a local rescue team. Prior to relying on this type of rescue, the employees must make contact with the rescue team, advise them of the type work that is to be performed, and obtain agreement from the rescue team that they are capable and available to promptly perform the necessary task in the event that a fall takes place.
- Performing the rescue utilizing the appropriate equipment. Certain projects will have both the necessary equipment and trained personnel available to execute a rescue. Equipment may consist of an RPD (rescue – positioning device) and remote access pole. Prior to establishing this method as the rescue procedure, the field supervisor shall ensure that the appropriate equipment and personnel are available and on site.
- Lifts. Many projects are performed with man lifts on site. A common method for performing rescue is to position the lift below the fallen worker and then raise the bucket until the worker is safely inside.

Other means of rescue are available and are to be assessed on a "by project" basis.

- Equipment maintenance and inspection requirements.
- Equipment donning and doffing procedures.
- Equipment strengths and limitations.
- Verification. The company will verify that employee training has been accomplished and is being kept up to date. The documentation will contain each employee's name and dates of training. Training will be accomplished by competent personnel.

Refresher training. Refresher training must encompass all the requirements for initial training, and be provided whenever there is reason to believe the employee's knowledge is insufficient.

- Retraining will be provided for all authorized and affected employees whenever (and prior to) a change in their job assignments, a change in the type of fall protection equipment used, or when a known hazard is added to the work environment which affects the Fall Protection Safety Program.
- Additional retraining will also be conducted whenever a periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of fall protection equipment or procedures.
- Whenever a fall protection procedure fails.
- The retraining will reestablish employee proficiency and introduce new or revised methods and procedures, as necessary.
- Verification. Delta Mechanical Contractors LLC will verify that employee training has been accomplished and is being kept up to date. The documentation will contain each employee's name and dates of training. Training will be accomplished by competent personnel.

Definitions.

- *Anchorage* - A secure point of attachment for lifelines, lanyards or deceleration devices.
- *Body belt* – A strap with means both for securing it about the waist and for attaching it to a lanyard, lifeline, or deceleration device.
- *Body harness* - Straps which may be secured about the employee in a manner that will distribute the fall arrest forces over at least the thighs, pelvis, waist, chest and shoulders with means for attaching it to other components of a personal fall arrest system.
- *Competent person* – A person who is capable of identifying hazardous or dangerous conditions in any personal fall arrest system or any component thereof, as well as in their application and use with related equipment.

- *Personal fall arrest system* - A system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body belt or body harness and may include a lanyard, deceleration device, lifeline, or suitable combinations of these. As of January 1, 1998, the use of a body belt for fall arrest is prohibited.
- *Positioning device system* - A body belt or body harness system rigged to allow an employee to be supported on an elevated vertical surface, such as a wall, and work with both hands free while leaning.
- *Qualified person* - One with a recognized degree or professional certificate and extensive knowledge and experience in the subject field who is capable of design, analysis, evaluation and specifications in the subject work, project, or product.
- *Retractable lifeline* - A fall arrest device that allows free travel without slack rope, but locks instantly when a fall begins.
- *Rope grab* - A deceleration device which travels on a lifeline and automatically, by friction, engages the lifeline and locks so as to arrest the fall of an employee. A rope grab usually employs the principle of inertial locking, cam/level locking, or both.
- *Safety-monitoring system* - A safety system in which a competent person is responsible for recognizing and warning employees of fall hazards.
- *Self-retracting lifeline/lanyard* - A deceleration device containing a drum-wound line which can be slowly extracted from, or retracted onto, the drum under slight tension during normal employee movement, and which, after onset of a fall, automatically locks the drum and arrests the fall.
- *Snap-hook* - A connector comprised of a hook-shaped member with a normally closed keeper, or similar arrangement, which may be opened to permit the hook to receive an object and, when released, automatically closes to retain the object. Snap-hooks are generally one of two types:
 - The locking type with a self-closing, self-locking keeper which remains closed and locked until unlocked and pressed open for connection or disconnection.
 - The non-locking type with a self-closing keeper which remains closed until pressed open for connection or disconnection. As of January 1, 1998, the use of a non-locking snap-hook as part of personal fall arrest systems and positioning device systems is prohibited.
- *Toe-board* - A low protective barrier that will prevent the fall of materials and equipment to lower levels and provide protection from falls for personnel.
- *Walking/Working surface* - Any surface, whether horizontal or vertical on which an employee walks or works, including, but not limited to, floors, roofs, ramps, bridges, runways, formwork and concrete reinforcing steel but not including ladders, vehicles, or trailers, on which employees must be located in order to perform their job duties.
- *Warning line system* - A barrier erected on a roof to warn employees that they are approaching an unprotected roof side or edge, and which designates an area in

FIRE PROTECTION

When setting up heat producing work, make sure that the area is clear of all fire hazards. Be sure that all potential sources of fire are eliminated.

Know where fire protection equipment is and how to use it. Except for actual use, never remove such equipment.

Do not enter a confined space after a carbon dioxide extinguisher has been discharged, until the area has been vented.

Know the classes of fire extinguishers and when they should be used:

Class A – Normal combustibles: paper, wood, etc. Use a water, soda-acid or multi-purpose extinguisher.

Class B – Oils and flammable liquids. Use carbon dioxide or dry chemicals extinguishers.

Class C – Electrical equipment. Use carbon dioxide or dry chemical extinguishers.

Class "ABC" extinguishers shall be on hand during all welding.

STORING COMBUSTIBLE MATERIALS

Combustible materials (oil soaked rags, paper, etc.) shall be kept in metal containers with metal lids.

Dumpsters and other waste disposal containers and points of combustible debris accumulation should be kept away from the structure.

Solvents shall be kept in approved, labeled containers.

Store all flammable liquids (gasoline, lacquer thinner, etc.) in a special building away from all others. No more than five (5) gallons, in an approved container, shall remain in any other building.

Adequate clearance will be kept around lighting and heating units.

"NO SMOKING, MATCHES OR OPEN FLAME" signs shall be obeyed at all times.

Stairways, aisles and exits shall be kept clear of obstructions.

Storage sites shall be clear of combustible trash. Weeds and grass shall be kept down. Combustible material shall not be stored within ten (10) feet of a building or structure.

Maximum pile height for combustible materials is twenty feet and a clearance of ten feet must be maintained from buildings or structures.

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“NO SMOKING, MATCHES OR OPEN FLAME” signs shall be obeyed at all times.

Stairways, aisles and exits shall be kept clear of obstructions.

Storage sites shall be clear of combustible trash. Weeds and grass shall be kept down and cut back one hundred (100) feet from the structure.

Maximum pile height for combustible materials is twenty feet and a clearance of ten feet must be maintained from buildings or structures.

Fire extinguishers shall be protected from freezing.

Diesel fuel tanks should be at least fifty (50) feet from a building under construction.

HOUSEKEEPING

All work areas, passageways and stairs shall be kept clean and free of hazards at all times. Materials and supplies shall be stored in locations that do not block access and egress areas and which allow for the easy cleaning of the area.

Remove scrap and rubbish from the work area as soon as possible.

Flammable material shall be stored in fire proof containers.

Floors and walkways shall be kept free of grease, oil, water and all other slip and trip hazards. In areas where tools or equipment might drip oil or cause other damage to a finished or unfinished floor surface, a protective cover of heavy, flame resistant, oil proof material shall be placed between the equipment and the floor surface so no oil or grease reaches that surface.

Remove or bend down projecting nails. Protect ends of vertical rebar or any other protruding pieces while work is going on above.

All hazardous wastes will be disposed of in a legal manner. No chemical will be disposed of by pouring, burying, burning on the job site.

No open burning of debris or rubbish will be permitted anywhere on the job site.

LOCKOUT/TAGOUT

Delta Mechanical Contractors LLC's does not use any equipment that requires the servicing and maintenance of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees. All power tools/energized equipment which Delta Mechanical Contractors LLC's employees are authorized to use/maintain are cord and plug devices

Delta Mechanical Contractors LLC employees shall contact Owner's Authorized Representative(s) BEFORE working on or near any client machines or equipment to ensure compliance with client Lockout/Tagout procedures. Utilize client specific Lockout Verification Form.

TRAINING WILL BE PROVIDED TO AUTHORIZED, AFFECTED AND OTHER EMPLOYEES, PRIOR TO WORKING ON OR NEAR ANY MACHINES OR EQUIPMENT REQUIRING LOCKOUT/TAGOUT.

Glasses or face shields that are broken, cracked or have optical defects will not be used and will be discarded accordingly.

Field personnel will comply with client specific requirements as regards personal protective equipment and clothing when working on client premises, e.g. 100% cotton safety colored long sleeve shirts in steel mill.

Selected PPE must be fitted to each affected employee.

Employee owned PPE is not permitted.

Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

Employee training will include when PPE is necessary, what PPE is necessary, how to properly don, doff, adjust & wear PPE, the limitations of PPE, the proper care, maintenance, useful life & disposal of PPE. Initial training will be performed during New Hire Orientation. Retraining will be conducted when the workplace changes making the earlier training obsolete, the type of PPE changes or when the employee demonstrates lack of use, improper use, or insufficient skill or understanding. Training will be documented noting employee name, training date and subject.

A hazard assessment will be performed by the field supervisor and presented to field technicians during the Project Safety Review meeting at the start of every project. The hazard assessment will indicate a determination if hazards are present or are likely to be present, which necessitate the use of PPE and will be documented on the Project Safety Review card which will be signed and dated by the Field Supervisor and all field technicians and subcontractors on the job site.

HEARING PROTECTION

Exposure to excessive noise can cause a gradual deterioration in hearing.

Hearing protection must be worn whenever there is a possibility of hearing impairment.

Where there is a posted excessive noise warning, hearing protection shall be worn.

Proper hearing protection may consist of any of the following: ear muffs, ear plugs, etc. Plain cotton is not used as hearing protection.

Hearing protection shall be used when operating pneumatic air tools.

Head phones for radios, stereos, etc. are not to be used for hearing protection.

Radios, stereos, etc. are strictly prohibited at all times.

As a general rule, hearing protection must be worn if you cannot hear someone speaking to you in a normal tone of voice.

1. Wash hands before and after each medical procedure (may use a waterless hand cleaner)
2. Wear gloves whenever there is a possibility of coming in contact with blood or other potentially infectious materials (body fluids and tissues)
3. Wear full-body gowns whenever there is a possibility of blood splashing onto the rescuer
4. Wear face masks and eye protection whenever there is a possibility of blood splashing into the rescuer's face
5. Dispose of all contaminated sharp objects in an appropriate puncture-proof container
6. Dispose of all contaminated personal protective equipment in an appropriate container marked for bio

- (iii) Stack stored lumber on timber sills to keep it off the ground. Sills must be placed level on solid supports.
 - (iv) Place cross strips in the stacks when they are stacked more than 4 feet high.
- If not racked, stack and block structural steel, poles, pipe, bar stock, and other cylindrical materials as to prevent spreading or tilting.
 - (i) Wear heavy gloves when handling reinforcing steel.
 - (ii) When bending reinforcing steel on the job, use a strong bench set up on even dry ground or a floor to work on.
 - (iii) Carefully pile structural steel to prevent danger of members rolling off or the pile toppling over.
 - (iv) Keep structural steel in low piles, giving consideration to the sequence of use of its members.
 - (v) Stack corrugated and flat iron in flat piles, with the piles not more than 4 feet high; place spacing strips between each bundle.
- Frequently inspect stock piles of sand, gravel, and crushed stone to prevent their becoming unsafe by continued adding to or withdrawing from the stock.
 - (i) Do not remove frozen material in a manner that would produce an overhang.

General Rigging Equipment Safety:

- Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
- Never load rigging equipment in excess of its recommended safe working load.
- Remove rigging equipment when not in use from the immediate work area so as not to present a hazard to employees.
- Mark special rigging accessories (i.e., spreader bars, grabs, hooks, clamps, etc.) or other lifting accessories with the rated capacity. Proof test all components to 125% of the rated load prior to the first use. Maintain permanent records on the job site for all special rigging accessories.

Disposal of waste materials:

- Whenever materials are dropped more than 20 feet to any point lying outside the exterior walls of the building, use an enclosed chute of wood or equivalent material.
- Remove all scrap lumber, waste material, and rubbish from the immediate work area as the work progresses.

CHAIN FALL HOISTS

The manufacturer's specifications and limitations will be followed at all times.

Rated load capacities, recommended operating speeds and special hazard warnings or instructions shall be posted on all equipment and be visible to the operator.

Equipment shall be inspected before each use and any malfunctions, defective parts or breakdowns will be corrected before further use. A semi-annual inspection will be conducted to ensure the crane is in good condition. A third party engineer must certify all cranes and hoists. This certification will ensure that the crane or hoist is in compliance with ANSI and OSHA standards prior to allowing its use on an DELTA MECHANICAL CONTRACTORS, LLC site.

When a hoist has made a pick, no one will stand under the load for any reason.

All hoist hooks will have a safety latch.

Certification: The employer of the operator shall certify that each operator has been trained and evaluated as required by OSHA standards. The certification shall include the name of the operator, the date of the training, the date of the evaluation, and the identity of the person(s) performing the training and the evaluation.

SAFETY RULES FOR POWERED INDUSTRIAL TRUCK OPERATION:

Trucks shall not be driven up to anyone standing in front of a bench or other fixed object.

No person shall be allowed to stand or pass under the elevated portion of any truck, whether loaded or empty.

Unauthorized personnel shall not be permitted to ride on powered industrial trucks. A safe place to ride shall be provided where riding of trucks is authorized.

It is prohibited to place arms or legs between the uprights of the mast or outside the running lines of the truck

When a powered industrial truck is left unattended, load engaging means shall be fully lowered, controls shall be neutralized, power shall be shut off, and the brakes set. Wheels shall be blocked if the truck is parked on an incline.

A powered industrial truck shall be considered unattended when the operator is 25 feet or more away from the vehicle which remains in his view, or whenever the operator leaves the vehicle and it is not in his view.

When the operator of an industrial truck is dismounted and within 25 feet of the truck and it is still in his view, the load engaging means shall be fully lowered, controls neutralized, and the brakes set to prevent movement.

Brakes shall be set and wheel blocks in place on any truck, trailer, or other load platform being loaded or unloaded by a powered industrial truck.

There shall be sufficient headroom under overhead installations, lights, pipes, sprinkler systems, etc.

An overhead guard shall be used for protection against falling objects but does not preclude the wearing of a hard hat on a construction site.

A load backrest extension shall be used whenever necessary to minimize the possibility of the load or part of it from falling rearward.

Only approved industrial trucks shall be used in hazardous locations.

Speed shall be kept to a minimum as to allow the operator the ability to stop in a safe manner, and the truck shall be kept under control at all times.

RIGGING

Rigging is essential for moving construction material and equipment. At the same time, it keeps the load under control.

Check stability of leads before hoisting by lifting the load slightly and checking such load before continuing.

Do not swing loads over the heads of people in the area. Keep people clear at all times.

Use tag lines to control the load. If necessary, use two.

Do not leave a suspended load unattended.

HARD HATS ARE REQUIRED for all personnel.

Place warning signs under work area.

Cables, chains or slings used for material handling will be inspected prior to use each day to ensure that they are safe. Defective equipment shall not be used.

Cables, chains or slings, when not in use, shall be removed from the immediate work area so as not to present a hazard to employees.

Chains that are to be used as a lifting device will be properly tagged.

SCAFFOLDING

Before work on a scaffold is begun, it shall be inspected visually by a competent person to ascertain that:

- All bracing are installed completely.
- All locking pins are in place at each joint.
- Top rails, midrails, toeboards and end rails or in place.
- The decking is fully planked with scaffold grade planks or equivalent. Five planks for working platform and a minimum of 18 inches (two planks) on outriggers.
- All wheels are locked, if it is a movable scaffold.

Unsafe equipment or conditions must be tagged out by Competent Person, and must be complied with.

Personnel shall wear fall arrest equipment properly tied off on any scaffold platform over 10 feet in height, that is not equipped with standard rails.

A hard hat must be worn when working on scaffolding.

No one shall ride on a rolling scaffold when it is being moved unless the floor is within 3 degrees of level and free of holes or obstructions and the wheels are equipped with resilient tires. All tools and materials shall be removed from or obscured on the deck before moving.

Personnel shall not climb on, or work from, any scaffold handrail, midrail or brace member, but shall use ladders to get access the scaffold. Some scaffolds are equipped with built in ladders located in *middle* of the frame.

All scaffolds shall be erected level and plumb on a firm base. Mud boards, metal feet and screw jacks are essential for tubular welded scaffolding. Screw jacks (adjusting screws), shall not be extended more than 18 inches of thread. Concrete blocks, bricks, rocks or other forms of unstable materials cannot be used to level scaffolding.

A scaffold shall be tied off or stabilized with outriggers when its height is more than three times the smaller dimension of its base.

Fixed scaffolds shall be tied off horizontally every 30 feet and vertically every 25 feet.

Where space permits, all scaffold platforms shall be equipped with standard 42 inch high top rails rigidly secured (not wired), and standard 21 inch high midrails. The cross bracing may be used as one of these rails depending on the position. (Chest high for top rail and knee high for midrails) Scaffolds must be decked with scaffold-grade planks or manufactured scaffold decking (pics), and equipped with rigidly secured toeboards on all four sides. Decking planks shall be secured in place. Planks shall overhang end supports a minimum of 6 inches and a maximum of 12 inches. If for any reason, the overhang is less than 6 inches, it must be cleated to prevent slippage.

WELDING AND CUTTING

1. Always follow the manufacturer's recommendations for setting up and operating equipment, selection of tip size, and gas cylinder operating pressures.
2. Always use a regulator to reduce gas cylinder pressure to the operating pressures recommended by the equipment manufacturer. All piping and equipment must meet the standards of the Compressed Gas Association.
3. Always ensure that all connections are leak tight. Each time connections are loosened and retightened each connection should be checked with a soap and water solution (oil free soap). Do not check with flame.
4. Before "lighting up" clear out each line by letting a small amount of gas flow (separately) to remove any mixed gases that might be in the lines.
5. Never use defective, worn or leaky equipment. Repair it or take it out of service.
6. Never use acetylene in excess of 15 psi pressure. Higher pressures with acetylene are dangerous. If the cylinder is not fitted with a hand wheel valve control, any special wrench required must be placed on the cylinder while the cylinder is in service. On manifolds, one wrench for each manifold will suffice.
7. Always have an appropriate fire extinguisher in good operating condition readily available when operating welding or cutting equipment.
8. Never perform welding, cutting, brazing, or heating operations in a poorly ventilated area. Avoid breathing fumes from these operations at all times, particularly when zinc, cadmium, or lead coated metals are involved.
9. Never perform welding or cutting operations near combustible materials (gasoline cans, paints, paper, rags, etc.).
10. Always protect yourself, others present, welding hoses, gas cylinders, and flammable materials in the area from hot slag and sparks from the welding and cutting operations.
11. The welder and spectators must always wear goggles to protect the eyes from injurious light rays, sparks and hot molten metal during welding, cutting, and heating operations. Eye protection must comply with the established ANSI Standards.
12. Always wear clean, oil free clothing during welding and cutting operations. Protect the hands with leather welding gloves to avoid burns from radiation and hot molten slag. Low cut shoes and trousers with cuffs or open pockets should not be worn.
13. Never use a match or cigarette lighter to light a cutting or welding torch. Always use a spark igniter. Fingers are easily burned by the igniting gas when a match or cigarette lighter is used.
14. Ensure that the material being welded or cut is secure and will not move or fall on anyone.

27. After attaching a regulator to a gas cylinder, be sure the regulator adjusting screw is fully released (backed off in a counter clockwise direction so that it swivels freely) before the cylinder valve is opened. Never stand in front of a regulator when you are opening a cylinder valve.
28. Always open the cylinder valve slowly so that gas pressure will build up slowly in the regulator (particularly in the oxygen cylinder). Quick opening of the cylinder valve causes a build up of heat due to recompression of the gas. When combined with combustible materials, ignition and explosion may result.
29. If a leak develops in a fuel gas cylinder that cannot be stopped by closing the valve, immediately place the cylinder outside of the building away from possible fire or ignition sources in a location that is free from wind currents that might carry the gas to an ignition source.
30. Never attempt to mix gasses in a cylinder or fill an empty one from another (particularly oxygen cylinders). Mixture of incompatible gasses and/or heat caused by recompression of the gas or gasses may result in ignition and fire. Only the owner of a cylinder may mix gasses in it.
31. When a gas cylinder is ready for return to the supplier, be certain the cylinder valve is closed to prevent internal contamination and the shipping cap is in place to protect the cylinder valve. Identify empty cylinders.
32. Never use oxygen or other gasses as a substitute for compressed air in operation of air-operated tools, blowing off parts, or for ventilation purposes. The only exception to this rule is where oxygen is used to blow out port passages and talcum powder or dust from welding hoses when setting up new or old "dusty" equipment.
33. Do not attempt to do your own repair on welding equipment. Equipment that is improperly repaired can cause leaks and other hazardous conditions. Repairs must be performed by qualified repair personnel.
34. Never repair welding hose with tape. Use of tape and many hose splices can reduce the pressure to the torch and can cause hazardous conditions. Welding hose must meet the specifications of the Compressed Gas Association.
35. Use the shortest length of hose possible. Longer hoses require higher gas pressures and can be hard to handle.
36. Never use oil or grease on any part of welding or cutting equipment and never let it come into contact with oil or grease. This includes gas cylinders, work bench, regulators, torches, tips, threads on bottles, and clothes that are worn, such as jackets, gloves, and aprons. Oxygen and oil or grease can cause explosions and fire.
37. Never use a hammer on the valve cover caps to loosen them. Use a piece of wood to soften the impact and prevent sparks and damage to the cap.
38. When moving gas cylinders always roll them on their bottom edges or in a cart designed for their movement. Sliding or dragging them or rolling causes excessive wear and may

58. All welding personnel should be advised of the hazards from heating zinc, lead, cadmium, and any other substances that could cause health problems from the welding activity.

(The following apply to arc welding)

59. Chains, wire ropes, hoists, and elevators must not be used to carry welding current.

60. Leather capes should be used for overhead welding.

61. The neck and ears must be protected from the arc.

62. Conduits with electrical conductors in them must not be used to complete a welding circuit.

63. Welding shields must be used to protect other workers from injurious light rays.

64. Welding leads must be inspected regularly for damage to insulation. Only proper splicing will be authorized. There should be no splices in stinger lead within 10 feet of the stinger and the leads should never be wrapped around the body.

GUIDE FOR WELDING SHADES

WELDING OPERATION	SHADE NUMBER
Shielded metal-arc welding, up to 5/32" electrodes (4mm)	10
Shielded metal-arc welding 3/16" to 1/4" (4.8-6.4mm) electrodes	12
Shielded metal-arc welding, over 1/4" (6.4mm) electrodes	14
Gas metal-arc welding (non-ferrous)	11
Gas metal-arc welding (ferrous)	12
Gas-tungsten arc-welding	12
Atomic hydrogen welding	12
Carbon arc welding	14
Torch soldering	2
Torch brazing	4
Light metal cutting, up to 1" (25mm)	3 or 4
Medium cutting 1-6" (25-250mm)	5 or 6
Gas welding, light up to 1/8" (3.2mm)	4 or 5
Gas welding, medium, 1/8" – 1/2" (3.2-12.7mm)	5 or 6
Gas welding, heavy, over 1/2" (12.7mm)	6 or 8

The choice of a filter shade may be made on the basis of visual acuity and may therefore, vary widely from one individual to another, particularly under different currents, materials and welding procedures.

(From ANSI 249.1-73, Safety in Welding and Cutting)

EQUIPMENT OPERATORS

All operators shall be trained and carry a valid operator's license for the type of equipment that they are operating.

Before starting a machine, give it a safety check to include oil, water, hoses, brakes, reverse alarm, etc. Report or repair any defects. At days end, report all defects and damage that developed during the day and/or repairs made.

Ear protection must be worn while operating a machine with a high noise level.

Steel-toe work boots or shoes shall be worn. Sneakers or light weight shoes will not be worn. Neither shorts nor sweat suits will be worn.

HARD HATS AND SAFETY GLASSES SHALL BE WORN, upon leaving the machine, for other than lunch or quitting time.

Operators of loaders and backhoes will also be guided by the safety rules for hoists and cranes when used in that capacity.

Whenever equipment is parked, the parking brake shall be set.

Equipment parked on an incline shall have the wheels chocked and the parking brake set.

Hydraulically operated tools such as dozer blades, scraper blade backhoes, and similar tools shall be kept on the ground when the equipment is parked.

THERMAL STRESS PREVENTION PROGRAM

Heat Stress Prevention

Work practices and exposure controls are used to reduce the risk of elevating an employee's core body temperature. These work practices and exposure controls include the following:

- Defining and adjusting employee work/rest intervals
- Monitoring for physiological signs of heat stress
- Providing cool, non-caffeinated liquids
- Establishing and implementing acclimatization schedules
- Use warm weather cooling garments

Work/rest intervals are based on PPE, employee work loads, environmental conditions (temperature, humidity, air movement), and the results of physiological monitoring. Work/rest intervals are adjusted throughout the work shift as needed and communicated to each employee at the conclusion of an applicable rest period, prior to re-entry into the work zone.

Physiological monitoring is conducted to alert employees and their supervisors to potential heat stress illness. Initial monitoring is conducted and documented at the beginning of the work shift, prior to entry into the work zone. Additional physiological monitoring is performed at the beginning and end of each rest cycle.

Physical signs and symptoms of heat stress are discussed with workers and reviewed as necessary. Employees monitor each other's actions, speech, and appearance for signs and symptoms of heat-related illness.

Cold Stress Prevention

Work practices and exposure controls are used to reduce the risk of lowering an employee's core body temperature. These work practices and exposure controls include the following:

- Defining and adjusting employee work/rest intervals
- Monitoring for physiological signs of cold stress
- Providing warm liquids
- Providing warm, sheltered rest areas
- Providing and requiring the use of warm garments or other PPE

Work/rest intervals are based on PPE, employee work loads, environmental conditions, and monitoring results. Work/rest intervals are determined by the SSHO and communicated to workers. Work/rest intervals are adjusted throughout the work shift as needed and communicated to each worker at the conclusion of an applicable rest period, prior to re-entry into the work zone.

SEVERE WEATHER

The following procedures are intended to prepare the project site for severe weather conditions. Since severe weather may be reasonably anticipated to occur during the duration of the project, yet without significant advance warning, all work activities and job site conditions must be planned with a concern for emergency preparations.

Each contractor shall insure that field and storage trailers, including his lower-tier contractors' are anchored in accordance with the manufacturer's instructions.

Upon notification of a Severe Weather Watch by the U. S. Weather Bureau (<http://www.nws.noaa.gov/>) the following actions are to be initiated.

Alert - Issued 5 days out

Create awareness on the job site that a potentially threatening storm exists and may impact the job site, which will require site preparations by workers. Determine the special needs of site personnel. In the event that the alert progresses to a watch or subsequent warning, some personnel may not be available due to personal considerations. It will be necessary to identify what key person(s) and workers will be available to assist with final preparations before the storm. The storm may impact site on a Monday, will personnel be available. Contact local authorities and provide emergency telephone numbers for key personnel.

Evaluate job progress:

- a) Which stages of construction will be completed prior to storm;
- b) What stages of construction can be postponed until after the storm;
- c) What stages of construction must be safe guarded prior to the storm;
- d) What deliveries of unessential materials can be deferred until threat passes;
- e) Are there cranes on site? What precautions must be taken (e.g. booms lowered and secured, dismantled, or leave erected and free to weather vane)?
- f) Is there scaffold on site? What precautions must be taken (e.g. add tie connections, dismantle scaffold, or leave erected after removal of weather protection and planks)?
- g) Will flood susceptible areas be exposed?
- h) How will area be protected?
- i) Put all contractors on notice concerning the storm alert, begin to coordinate site preparations. Procure necessary materials for site preparation, i.e. bracing material, plywood, banding equipment, tarps, mops, sand bags, sand, etc.
- j) All materials shall be secured to prevent them from becoming air borne during high winds. Particular attention needs to be given to picking up scrap materials, and hauling or covering trash containers. Identify temporary site utilities: Gas lines, electric lines. Should they be turned off? Have they been properly protected against wind or struck-by hazards? Is there equipment in area can be moved to prevent contact during high wind event?
- k) Assess and identify supply: Generators may be needed to provide temporary power for rescue or clean-up activities. Fuel sources shall be adequate, secured and protected from struck by hazards, and placed within secondary containment above the flood zone.
- l) Battery powered area lighting (Wobble Lights), sufficient flashlights, batteries, and bulbs shall be provided to assigned emergency response personnel. A supply of fresh batteries shall be maintained at the project for use in an emergency response.
- m) Assess PPE supply (e.g. raingear, boots, gloves, etc). Assess potable drinking water.

WARNING - Issued 24 Hours Out

It is essential that all storm preparations be completed at this point.

Disconnect temporary site utilities: Gas and Electric.

Ensure that supplies and material are secured in location above flood elevation.

Remove any critical construction documents or office equipment (laptops).

Final inspection of job site security controls (fencing, gates, web cam, lighting, etc.).

Note: Severe weather or natural events may develop so rapidly that a site evacuation is not possible, for example: earthquake, thunderstorm or tornado.

When a severe weather warning is issued by air horn or other means, immediately:

1. Stop work
2. Lower suspended loads, equipment booms and attachments (if possible), turn- off equipment and tools.
3. Secure loose objects (if possible).
4. Consider the following when you Shelter in place: Seek small interior rooms on the lowest floor and without windows, Seek hallways on the lowest floor away from doors and windows, and Seek rooms constructed with reinforced concrete, brick, or block with no windows. Stay away from outside walls and windows Use arms to protect head and neck. Remain sheltered until the threat is announced to be over.

Post Incident Response

Evaluate the integrity of the structure(s).

Inspect utilities (gas lines: undermining, or washed away supporting soils; electric lines: downed lines, fallen trees, contact with equipment or structure) prior to returning to service. Be careful moving through debris fields and flood water that may be contaminated.

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Attachment - Item #1

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

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

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

Attachment - Item #2

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

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

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

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

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

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

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

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

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

			DELTA MECHANICAL CONTRACTORS LLC					
ACTUAL COST			RATE SHEETS					
			PLUMBER / PIPEFITTER - LOCAL 51					
			MASTER SHEET					
			RHODE ISLAND					
FROM			SEP 01 2015	SEP 01 2015	SEP 01 2015	MAR 01 2016	MAR 01 2016	MAR 01 2016
TO			FEB 28 2016	FEB 28 2016	FEB 28 2016	AUG 31 2016	AUG 31 2016	AUG 31 2016
PIPEFITTER / PLUMBER			STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE			\$36.88	\$55.32	\$73.76	\$37.38	\$56.07	\$74.76
HEALTH & DENTAL INSURANCE			\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
RETIREMENT PLANS			\$15.85	\$15.85	\$15.85	\$16.10	\$16.10	\$16.10
TRAINING FUND (APPRENTICE FUND)			\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
LABOR MANAGEMENT COOP TRUST			\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
INDUSTRY IMPROVEMENT FUND			\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26
			\$28.32	\$28.32	\$28.32	\$28.57	\$28.57	\$28.57
			\$65.20	\$83.64	\$102.08	\$65.95	\$84.64	\$103.33
SHIFT PREMIUM	0.00%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHIFT PAY COST			\$65.20	\$83.64	\$102.08	\$65.95	\$84.64	\$103.33
FICA			\$2.82	\$4.23	\$5.64	\$2.86	\$4.29	\$5.72
SUTA			\$3.80	\$5.70	\$7.60	\$3.85	\$5.78	\$7.70
FUTA			\$0.55	\$0.83	\$1.11	\$0.56	\$0.84	\$1.12
WORKERS COMPENSATION			\$2.06	\$2.06	\$2.06	\$2.09	\$2.09	\$2.09
GENERAL LIABILITY			\$2.36	\$3.53	\$4.71	\$2.39	\$3.58	\$4.78
VACATION / HOLIDAY			\$4.42	\$4.42	\$4.42	\$0.00	\$0.00	\$0.00
AUTO, UMBRELLA, PROPERTY INS ETC								
INCIDENTALS - TOOLS, EXPENDABLES								
TRUCKING EXPENSE			\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
			\$21.01	\$25.78	\$30.54	\$16.75	\$21.58	\$26.41
			\$86.21	\$109.42	\$132.62	\$82.70	\$106.22	\$129.74
OVERHEAD AND PROFIT	10.00%		\$8.62	\$10.94	\$13.26	\$8.27	\$10.62	\$12.97
			\$94.83	\$120.36	\$145.88	\$90.97	\$116.84	\$142.71
BOND	0.00%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$94.83	\$120.36	\$145.88	\$90.97	\$116.84	\$142.71
PLUMBER / PIPEFITTER - FOREMAN			STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE			\$43.40	\$65.10	\$86.80	\$43.98	\$65.96	\$87.95
HEALTH & DENTAL INSURANCE			\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
RETIREMENT PLANS			\$15.85	\$15.85	\$15.85	\$16.10	\$16.10	\$16.10
TRAINING FUND (APPRENTICE FUND)			\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
LABOR MANAGEMENT COOP TRUST			\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
INDUSTRY IMPROVEMENT FUND			\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26
			\$28.32	\$28.32	\$28.32	\$28.57	\$28.57	\$28.57
			\$71.72	\$93.42	\$115.12	\$72.55	\$94.53	\$116.52
SHIFT PREMIUM	0.00%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SHIFT PAY COST			\$71.72	\$93.42	\$115.12	\$72.55	\$94.53	\$116.52
FICA			\$3.32	\$4.98	\$6.64	\$3.36	\$5.05	\$6.73
SUTA			\$4.47	\$6.71	\$8.94	\$4.53	\$6.79	\$9.06
FUTA			\$0.65	\$0.98	\$1.30	\$0.66	\$0.99	\$1.32
WORKERS COMPENSATION			\$2.43	\$2.43	\$2.43	\$2.46	\$2.46	\$2.46
GENERAL LIABILITY			\$2.77	\$4.16	\$5.55	\$2.81	\$4.22	\$5.62
VACATION / HOLIDAY			\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
AUTO, UMBRELLA, PROPERTY INS ETC								
INCIDENTALS - TOOLS, EXPENDABLES								
TRUCKING EXPENSE			\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
			\$23.14	\$28.75	\$34.36	\$23.32	\$29.00	\$34.68
			\$94.86	\$122.17	\$149.48	\$95.87	\$123.54	\$151.20
OVERHEAD AND PROFIT	10.00%		\$9.49	\$12.22	\$14.95	\$9.59	\$12.35	\$15.12
			\$104.35	\$134.38	\$164.42	\$105.45	\$135.89	\$166.32
BOND	0.00%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$104.35	\$134.38	\$164.42	\$105.45	\$135.89	\$166.32

ACTUAL COST		DELTA MECHANICAL CONTRACTORS LLC						
		RATE SHEETS						
		PLUMBER / PIPEFITTER - LOCAL 51						
		MASTER SHEET						
		RHODE ISLAND						
FROM		SEP 01 2015	SEP 01 2015	SEP 01 2015	MAR 01 2016	MAR 01 2016	MAR 01 2016	
TO		FEB 28 2016	FEB 28 2016	FEB 28 2016	AUG 31 2016	AUG 31 2016	AUG 31 2016	
		PIPEFITTER / PLUMBER	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
		BASE RATE	\$36.88	\$55.32	\$73.76	\$37.38	\$56.07	\$74.76
		HEALTH & DENTAL INSURANCE	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
		RETIREMENT PLANS	\$15.85	\$15.85	\$15.85	\$16.10	\$16.10	\$16.10
		TRAINING FUND (APPRENTICE FUND)	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
		LABOR MANAGEMENT COOP TRUST	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
		INDUSTRY IMPROVEMENT FUND	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26
			\$28.32	\$28.32	\$28.32	\$28.57	\$28.57	\$28.57
			\$65.20	\$83.64	\$102.08	\$65.95	\$84.64	\$103.33
		SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		SHIFT PAY COST		\$65.20	\$83.64	\$102.08	\$65.95	\$84.64
				\$65.20	\$83.64	\$102.08	\$65.95	\$84.64
		FICA	\$2.82	\$4.23	\$5.64	\$2.86	\$4.29	\$5.72
		SUTA	\$3.80	\$5.70	\$7.60	\$3.85	\$5.78	\$7.70
		FUTA	\$0.55	\$0.83	\$1.11	\$0.56	\$0.84	\$1.12
		WORKERS COMPENSATION	\$2.06	\$2.06	\$2.06	\$2.09	\$2.09	\$2.09
		GENERAL LIABILITY	\$2.36	\$3.53	\$4.71	\$2.39	\$3.58	\$4.78
		VACATION / HOLIDAY	\$4.42	\$4.42	\$4.42	\$0.00	\$0.00	\$0.00
		AUTO,UMBRELLA, PROPERTY INS ETC						
		INCIDENTALS - TOOLS, EXPENDABLES						
		TRUCKING EXPENSE	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
			\$21.01	\$25.78	\$30.54	\$16.75	\$21.58	\$26.41
			\$86.21	\$109.42	\$132.62	\$82.70	\$106.22	\$129.74
		OVERHEAD AND PROFIT	10.00%	\$8.62	\$10.94	\$13.26	\$8.27	\$10.62
				\$94.83	\$120.36	\$145.88	\$90.97	\$116.84
		BOND	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$94.83	\$120.36	\$145.88	\$90.97	\$116.84
				\$94.83	\$120.36	\$145.88	\$90.97	\$116.84
		PLUMBER / PIPEFITTER - FOREMAN	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE	STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
		BASE RATE	\$43.40	\$65.10	\$86.80	\$43.98	\$65.96	\$87.95
		HEALTH & DENTAL INSURANCE	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
		RETIREMENT PLANS	\$15.85	\$15.85	\$15.85	\$16.10	\$16.10	\$16.10
		TRAINING FUND (APPRENTICE FUND)	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
		LABOR MANAGEMENT COOP TRUST	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
		INDUSTRY IMPROVEMENT FUND	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26
			\$28.32	\$28.32	\$28.32	\$28.57	\$28.57	\$28.57
			\$71.72	\$93.42	\$115.12	\$72.55	\$94.53	\$116.52
		SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		SHIFT PAY COST		\$71.72	\$93.42	\$115.12	\$72.55	\$94.53
				\$71.72	\$93.42	\$115.12	\$72.55	\$94.53
		FICA	\$3.32	\$4.98	\$6.64	\$3.36	\$5.05	\$6.73
		SUTA	\$4.47	\$6.71	\$8.94	\$4.53	\$6.79	\$9.06
		FUTA	\$0.65	\$0.98	\$1.30	\$0.66	\$0.99	\$1.32
		WORKERS COMPENSATION	\$2.43	\$2.43	\$2.43	\$2.46	\$2.46	\$2.46
		GENERAL LIABILITY	\$2.77	\$4.16	\$5.55	\$2.81	\$4.22	\$5.62
		VACATION / HOLIDAY	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
		AUTO,UMBRELLA, PROPERTY INS ETC						
		INCIDENTALS - TOOLS, EXPENDABLES						
		TRUCKING EXPENSE	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
			\$23.14	\$28.75	\$34.36	\$23.32	\$29.00	\$34.68
			\$94.86	\$122.17	\$149.48	\$95.87	\$123.54	\$151.20
		OVERHEAD AND PROFIT	10.00%	\$9.49	\$12.22	\$14.95	\$9.59	\$12.35
				\$104.35	\$134.38	\$164.42	\$105.45	\$135.89
		BOND	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$104.35	\$134.38	\$164.42	\$105.45	\$135.89
				\$104.35	\$134.38	\$164.42	\$105.45	\$135.89

9/3/15
C.B.
Kim + Sarah

**MEMORANDUM OF AGREEMENT
BETWEEN
PLUMBERS AND PIPEFITTERS LOCAL UNION 51
AND
NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION**

The following changes in the Contract between the United Association of Plumbers and Pipefitters Local #51 and the New England Mechanical Contractors Association have been negotiated and agreed on by both parties to become effective September 1, 2015.

	9/1/2013	3/1/2014	9/1/2014	3/1/2015	9/1/2015	3/1/2016
Wages.....	\$35.21	\$35.51	\$35.88	\$36.63	\$36.88	\$0.50
Local 51 Pension.....	\$12.70	\$12.70	\$12.70	\$12.70	\$12.70	
UA Pension.....	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	
Annuity.....	\$1.15	\$1.15	\$1.15	\$1.15	\$1.65	\$0.25
Health & Welfare.....	\$10.80	\$11.00	\$11.00	\$11.00	\$11.00	
Training Fund.....	\$0.87	\$0.87	\$1.00	\$1.00	\$1.00	
U.A. International Training	\$0.10	\$0.10	\$1.00	\$0.10	\$0.10	
LMCT	\$0.11	\$0.11	\$1.11	\$0.11	\$0.11	
Industry Imp. Fund	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	
Future Money to be Allocated						
Total Package Per Hour.....	\$62.70	\$63.20	\$63.70	\$64.45	\$65.20	\$65.95

Benefits
28.32

Ⓟ 43.40 WAS

Ⓜ 45.36

Ⓞ 46.66

1.45 1.47

DEDUCTIONS

2.25% OF THE BASE TOTAL PACKAGE (PAID ON HOURS WORKED ONLY)
PLUS \$.75 PER HOUR ** (\$.75 IS FOR JOURNEYPERSON ONLY, NOT APPRENTICE)
.16 PER HOUR COPE/PAC
.24 PER HOUR SCHOLARSHIP
.11 PER HOUR ORGANIZING FUND

SHIFT WORK

Shift work may be established only in excess of five days. Eight (8) hours, Monday thru Friday, shall constitute a regular day's work. Second shift shall be seven and one half (7½) hours work with eight (8) hours pay at fifteen percent (15%) of base wage for each hour worked. Third shall be seven (7) hours work with eight (8) hours pay at fifteen percent (15%) of base wage for each hour worked. Benefits will be paid on eight (8) hours per shift.

FOREMAN'S RATES

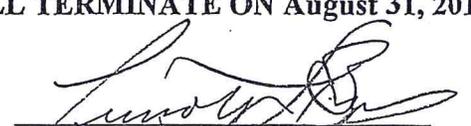
Foreman 10% X Total Package Area Foreman: 13% X Total Package
General Foreman: 15% X Total Package

TRANSPORTATION

There is a Free Zone of 40 Miles beginning at the Town Hall of Somerset, Massachusetts. Everything beyond that radius excluding the Islands shall be \$7.50 per day. Travel from Chatham, MA to Provincetown, MA shall be \$15.00 per day.

THE PRESENT CONTRACT WILL TERMINATE ON August 31, 2016


Stephen Affanato Executive Vice President
New England Mechanical
Contractors Association


Timothy Byrne, Business Manager
Plumbers & Pipefitters
Local Union #51

		DELTA MECHANICAL CONTRACTORS LLC		
		RATE SHEETS		
ACTUAL COST		PLUMBER - LOCAL 4		
		MASTER SHEET		
		MASSACHUSETTS		
FROM		SEP 01 2015	SEP 01 2015	SEP 01 2015
TO		FEB 28 2016	FEB 28 2016	FEB 28 2016
PIPEFITTER / PLUMBER		STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE		\$41.71	\$62.57	\$83.42
HEALTH & DENTAL INSURANCE		\$9.35	\$9.35	\$9.35
RETIREMENT PLANS		\$14.26	\$14.26	\$14.26
TRAINING FUND (APPRENTICE FUND)		\$1.10	\$1.10	\$1.10
LABOR MANAGEMENT COOP TRUST		\$0.00	\$0.00	\$0.00
INDUSTRY IMPROVEMENT FUND		\$0.25	\$0.25	\$0.25
		\$24.96	\$24.96	\$24.96
		\$66.67	\$87.53	\$108.38
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$66.67	\$87.53	\$108.38
FICA		\$3.19	\$4.79	\$6.38
SUTA		\$4.30	\$6.44	\$8.59
FUTA		\$0.63	\$0.94	\$1.25
WORKERS COMPENSATION		\$1.91	\$1.91	\$1.91
GENERAL LIABILITY		\$2.67	\$4.00	\$5.33
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
AUTO, UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES				
TRUCKING EXPENSE (TRAVEL \$2/\$4/\$6 / DAY)		\$5.00	\$5.00	\$5.00
		\$17.69	\$23.08	\$28.47
		\$84.36	\$110.61	\$136.85
OVERHEAD AND PROFIT	10.00%	\$8.44	\$11.06	\$13.68
		\$92.80	\$121.67	\$150.53
BOND	0.00%	\$0.00	\$0.00	\$0.00
		\$92.80	\$121.67	\$150.53
PLUMBER / PIPEFITTER - FOREMAN		STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE		\$43.71	\$65.57	\$87.42
HEALTH & DENTAL INSURANCE		\$9.35	\$9.35	\$9.35
RETIREMENT PLANS		\$14.26	\$14.26	\$14.26
TRAINING FUND (APPRENTICE FUND)		\$1.10	\$1.10	\$1.10
LABOR MANAGEMENT COOP TRUST		\$0.00	\$0.00	\$0.00
INDUSTRY IMPROVEMENT FUND		\$0.25	\$0.25	\$0.25
		\$24.96	\$24.96	\$24.96
		\$68.67	\$90.53	\$112.38
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$68.67	\$90.53	\$112.38
FICA		\$3.34	\$5.02	\$6.69
SUTA		\$4.50	\$6.75	\$9.00
FUTA		\$0.66	\$0.98	\$1.31
WORKERS COMPENSATION		\$2.01	\$2.01	\$2.01
GENERAL LIABILITY		\$2.79	\$4.19	\$5.59
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
AUTO, UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES				
TRUCKING EXPENSE (TRAVEL \$2/\$4/\$6 / DAY)		\$5.00	\$5.00	\$5.00
		\$18.30	\$23.95	\$29.60
		\$86.97	\$114.47	\$141.98
OVERHEAD AND PROFIT	10.00%	\$8.70	\$11.45	\$14.20
		\$95.67	\$125.92	\$156.17
BOND	0.00%	\$0.00	\$0.00	\$0.00
		\$95.67	\$125.92	\$156.17

INCREMENTAL INCREASES

The following breakdown of the new Wage and Benefits contract between the New England Mechanical Contractors Association and the Plumbers & Pipefitters Local 4 are listed below. The new rates will be in effect from September 1, 2014 through August 31, 2018.

9/1/15 - 2/28/16

Local 4's Pension merged with the National Pension Fund effective September 1, 2015. All Pension benefits are to be mailed to the NPF along with the International Training Fund monies.

	9/1/2015
Wages*	\$41.71
H & W	\$9.35
Annuity	\$4.55
JAC (Training)	\$1.00
Industry Improv.	\$0.25
National Pension	\$9.71
Int'l Training	\$0.10
TOTAL	\$66.67

Benefits
24.96

Ⓡ 41.71
+ 2.00

43.71

DUES CALCULATION CHANGE!!!

√ Dues deduction is now calculated on 3% of TOTAL PACKAGE, **NOT** on total gross wages.

***** PLEASE NOTE THE RELIEF FUND RATE CHANGE *****

A. Dues Deduction	3%	\$ 2.00
Based On ALL Hours Worked		
B. Building & Relief Deduction		
Relief Fund - eliminated		\$0.00
Retired Dues		\$0.09
Building Fund		\$1.00
PAC Fund		\$0.10
Organizing		\$0.35
TOTAL:		\$1.54

TRAVEL PAY

ZONE 1 = \$2 PER DAY

ZONE 2 = \$4 PER DAY

ZONE 3 = \$6 PER DAY

APPRENTICES

September 1, 2014 – August 31, 2018

**Apprentices with a Plumbers or Pipefitters license shall receive an additional 5% of Journeyman's wage.*

International Training Fund is to be paid on ALL apprentices.

YEAR #	WAGE %	WAGE
1	40%	\$16.68
2	50%	\$20.86
3	60%	\$25.03
4	70%	\$29.20
4*	75%	\$31.28
5	80%	\$33.37
5*	85%	\$35.45

Year 1 – 3 Apprentices do NOT receive National Pension, Local Pension or Annuity

Year 4 – 5+ Apprentices do NOT receive National Pension or Local Pension but do receive Annuity

		DELTA MECHANICAL CONTRACTORS LLC		
		RATE SHEETS		
ACTUAL COST		PLUMBER / PIPEFITTER - LOCAL 537		
		MASTER SHEET		
		MASSACHUSETTS		
FROM		SEP 01 2015	SEP 01 2015	SEP 01 2015
TO		FEB 28 2016	FEB 28 2016	FEB 28 2016
PIPEFITTER / PLUMBER		STRAIGHT	OVERTIME	DOUBLE TIME
		WAGE	WAGE	WAGE
BASE RATE		\$48.69	\$73.04	\$97.38
HEALTH & DENTAL INSURANCE		\$9.70	\$9.70	\$9.70
RETIREMENT PLANS		\$17.64	\$17.64	\$17.64
TRAINING FUND (APPRENTICE FUND)		\$1.92	\$1.92	\$1.92
LABOR MANAGEMENT COOP TRUST		\$1.05	\$1.05	\$1.05
INDUSTRY IMPROVEMENT FUND		\$0.25	\$0.25	\$0.25
		\$30.56	\$30.56	\$30.56
		\$79.25	\$103.60	\$127.94
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$79.25	\$103.60	\$127.94
FICA		\$3.72	\$5.59	\$7.45
SUTA		\$5.02	\$7.52	\$10.03
FUTA		\$0.73	\$1.10	\$1.46
WORKERS COMPENSATION		\$2.44	\$2.44	\$2.44
GENERAL LIABILITY		\$3.12	\$4.67	\$6.23
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
AUTO,UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES				
TRUCKING EXPENSE (TRAVEL \$11.00 / DAY)		\$5.00	\$5.00	\$5.00
		\$20.02	\$26.32	\$32.61
		\$99.27	\$129.91	\$160.55
OVERHEAD AND PROFIT	10.00%	\$9.93	\$12.99	\$16.05
		\$109.20	\$142.90	\$176.60
BOND	0.00%	\$0.00	\$0.00	\$0.00
		\$109.20	\$142.90	\$176.60
PLUMBER / PIPEFITTER - FOREMAN		STRAIGHT	OVERTIME	DOUBLE TIME
		WAGE	WAGE	WAGE
BASE RATE		\$51.19	\$76.79	\$102.38
HEALTH & DENTAL INSURANCE		\$9.70	\$9.70	\$9.70
RETIREMENT PLANS		\$17.64	\$17.64	\$17.64
TRAINING FUND (APPRENTICE FUND)		\$1.92	\$1.92	\$1.92
LABOR MANAGEMENT COOP TRUST		\$1.05	\$1.05	\$1.05
INDUSTRY IMPROVEMENT FUND		\$0.25	\$0.25	\$0.25
		\$30.56	\$30.56	\$30.56
		\$81.75	\$107.35	\$132.94
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$81.75	\$107.35	\$132.94
FICA		\$3.92	\$5.87	\$7.83
SUTA		\$5.27	\$7.91	\$10.55
FUTA		\$0.77	\$1.15	\$1.54
WORKERS COMPENSATION		\$2.56	\$2.56	\$2.56
GENERAL LIABILITY		\$3.28	\$4.91	\$6.55
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
AUTO,UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES				
TRUCKING EXPENSE		\$5.00	\$5.00	\$5.00
		\$20.79	\$27.41	\$34.03
		\$102.54	\$134.76	\$166.97
OVERHEAD AND PROFIT	10.00%	\$10.25	\$13.48	\$16.70
		\$112.80	\$148.23	\$183.66
BOND	0.00%	\$0.00	\$0.00	\$0.00
		\$112.80	\$148.23	\$183.66

*only union
received a
check*

PIPEFITTERS' ASSOCIATION

Local Union 537

35 TRAVIS STREET
ALLSTON, MASSACHUSETTS 02134
Telephone 617-787-5370 • Fax 617-787-5373

ASSISTANT BUSINESS MANAGER
THOMAS P. KERR, JR.

BUSINESS AGENTS
PAUL R. CAMPBELL
SEAN P. TOLLAND

REFRIGERATION DIVISION
BRIAN P. KELLY

BUSINESS MANAGER / FINANCIAL SECRETARY TREASURER
LEO J. FAHEY

PRESIDENT
DONALD G. McKEE

VICE PRESIDENT
ROBERT A. MacKAY

ORGANIZER
THOMAS P. McGRATH

BOSTON AREA - 537 PENSION PARTICIPANT

September 1, 2015

To Whom It May Concern:

Below is a breakdown of the new wage and fringe package effective September 1, 2015 through February 29, 2016 in the Joint Agreement between the New England Mechanical Contractors Association, Air Conditioning Refrigeration Contractors of Boston, and Pipefitters Association Local Union No. 537.

9-1-15 to 2-29-2016

Wages	\$ 48.69
LU 537 Pension	\$ 10.14
Health & Welfare	\$ 9.70
Annuity	\$ 7.00
Industry Improvement	\$.25
Education	\$ 1.92
Labor/Mgt. Trust Fund	\$ 1.05
UA National Pension	\$.50
	\$ 79.25

Ⓢ 48.69

+ 2.50

57.19

Benefits 30.56

Apprentice Rate

1st year - 40% of Wages	\$19.48*
2nd year - 45% of Wages	\$21.91
3rd year - 60% of Wages	\$29.21
4th year - 70% of Wages	\$34.08
5th year - 80% of Wages	\$38.95

*1st year - UA National Pension only

Deduction from Wages

Dues Deduction	\$.53
Organizing Fund	\$.10
C.O.P.E.	\$.02
Vacation Fund	*
Public Relations	\$.04
UA PAC	\$.05

Voluntary deduct / if employee opts for PAC use PAC 537 on employee deducts.

Temporary Heat

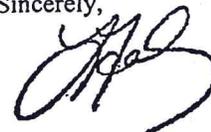
60% rate	\$29.21
O.T. (1 1/2 times)	\$43.82

*Vacation Fund: There are six (6) options available for vacation money to be withheld from the employees' pay: 1) No money taken out, 2) One (\$1.00) dollar per hour taken out after taxes and 3) Two (\$2.00) dollars per hour taken out after taxes, 4) Three (\$3.00) dollars per hour taken out after taxes, 5) Four (\$4.00) dollars per hour taken out after taxes, 6) Five (\$5.00) dollars per hour taken out after taxes. Only one declaration of the options can be taken when initially hired, or in the month of January in each calendar year.

Travel expense is \$11.00 per day.

Please notify your payroll department to make the necessary adjustments on the wage and fringe reporting forms.

Sincerely,



Leo J. Fahey
Business Manager
Financial Secretary-Treasurer

		DELTA MECHANICAL CONTRACTORS LLC		
		RATE SHEETS		
		PLUMBER / PIPEFITTER - LOCAL 12		
		MASTER SHEET		
FROM		SEP 01 2015	SEP 01 2015	SEP 01 2015
TO		FEB 28 2016	FEB 28 2016	FEB 28 2016
PIPEFITTER / PLUMBER		STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE		\$50.46	\$75.69	\$100.92
HEALTH & DENTAL INSURANCE		\$10.82	\$10.82	\$10.82
RETIREMENT PLANS		\$15.14	\$15.14	\$15.14
TRAINING FUND (APPRENTICE FUND)		\$1.20	\$1.20	\$1.20
LABOR MANAGEMENT COOP TRUST		\$2.75	\$2.75	\$2.75
INDUSTRY IMPROVEMENT FUND		\$0.50	\$0.50	\$0.50
		\$30.41	\$30.41	\$30.41
		\$80.87	\$106.10	\$131.33
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$80.87	\$106.10	\$131.33
FICA	7.650%	\$3.86	\$5.79	\$7.72
SUTA	10.300%	\$5.20	\$7.80	\$10.39
FUTA	0.800%	\$0.40	\$0.61	\$0.81
WORKERS COMPENSATION	5.000%	\$2.52	\$2.52	\$2.52
GENERAL LIABILITY	6.500%	\$3.28	\$4.92	\$6.56
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
TRAVEL (PER DAY)	\$15	\$1.88	\$1.88	\$1.88
AUTO,UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES		\$0.00	\$0.00	\$0.00
		\$17.14	\$23.51	\$29.88
		\$98.01	\$129.61	\$161.21
PLUS OH & P	10.00%	\$9.80	\$12.96	\$16.12
		\$107.81	\$142.57	\$177.33
BOND PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
		\$107.81	\$142.57	\$177.33
ADDITIONAL COST			\$34.76	\$69.52
PLUMBER / PIPEFITTER - FOREMAN		STRAIGHT WAGE	OVERTIME WAGE	DOUBLE TIME WAGE
BASE RATE		\$52.96	\$79.44	\$105.92
HEALTH & DENTAL INSURANCE		\$10.82	\$10.82	\$10.82
RETIREMENT PLANS		\$15.14	\$15.14	\$15.14
TRAINING FUND (APPRENTICE FUND)		\$1.20	\$1.20	\$1.20
LABOR MANAGEMENT COOP TRUST		\$2.75	\$2.75	\$2.75
INDUSTRY IMPROVEMENT FUND		\$0.50	\$0.50	\$0.50
		\$30.41	\$30.41	\$30.41
		\$83.37	\$109.85	\$136.33
SHIFT PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
SHIFT PAY COST		\$83.37	\$109.85	\$136.33
FICA	7.650%	\$4.05	\$6.08	\$8.10
SUTA	10.300%	\$5.45	\$8.18	\$10.91
FUTA	0.800%	\$0.42	\$0.64	\$0.85
WORKERS COMPENSATION	5.000%	\$2.65	\$2.65	\$2.65
GENERAL LIABILITY	6.500%	\$3.44	\$5.16	\$6.88
VACATION / HOLIDAY		\$0.00	\$0.00	\$0.00
TRAVEL (PER DAY)	\$15	\$1.88	\$1.88	\$1.88
AUTO,UMBRELLA, PROPERTY INS ETC				
INCIDENTALS - TOOLS, EXPENDABLES		\$0.00	\$0.00	\$0.00
		\$17.90	\$24.58	\$31.27
		\$101.27	\$134.43	\$167.60
PLUS OH & P	10.00%	\$10.13	\$13.44	\$16.76
		\$111.39	\$147.87	\$184.36
BOND PREMIUM	0.00%	\$0.00	\$0.00	\$0.00
		\$111.39	\$147.87	\$184.36
ADDITIONAL COST			\$36.48	\$72.97

Effective Sep 1, 2015

Plumbers Union Local #12

Four-Year C.B.A.

Exp. Date: 8/31/2017

Hourly wages, contributions and deductions
5th increment of 8

Ⓢ 50.46
+ 2.50
52.96

Journeyman wages:

Pre-tax

Journeyman wage rate	\$ 50.46
Health & Welfare	\$ 10.82
Local 12 Pension	\$ 9.96
U.A. National Pension	\$ 0.50
Annuity	\$ 4.68
Labor Management	\$ 2.75
Education Fund	\$ 1.20
Industry Improvement Fund	\$ 0.50
Total Package	\$ 80.87

*books
30-41*

For each hour worked by a Journeyman a total of \$3.14, shall be deducted from wages

Pg. 1 of 4

Boston in Boston
Zone 1

*my terms included
concrete*

Post-tax and remitted with

Vacation/Xmas Fund	\$ 1.40
Building Fund Assessment	\$ 0.10
Dues Check-off	\$ 1.00
Organizing Fund	\$ 0.15
Public Relations Fund	\$ 0.14
13th Check Fund	\$ 0.30
Scholarship Fund	\$ 0.05
Deductions	\$ 3.14

Jobbing Rate is 80% of Journeyman Rate	\$ 40.37
Jobbing Dues Deduct	\$ 0.80
Jobbing 13th Check Deduct	\$ 0.24

Foreman will be paid a minimum of \$2.50 per hour over the Journeyman's wage rate on projects of three or more plumbers

Apprentice Dues Check-off deduction/hr.

1st year	\$ 0.35
2nd year	\$ 0.40
3rd year	\$ 0.55
4th year	\$ 0.65
4th year w/lic	\$ 0.70
5th year	\$ 0.75
5th year w/lic	\$ 0.80

Apprentice 13th Check Fund deduction/hr.

1st year	\$ 0.11
2nd year	\$ 0.12
3rd year	\$ 0.17
4th year	\$ 0.20
4th year w/lic	\$ 0.21
5th year	\$ 0.23
5th year w/lic	\$ 0.24

Hourly wages, contributions and deductions for Local 12 Apprentices

Year	Per	Wages	H&W	UA PEN	LU12-PEN	ANN	ED	II	LM	Total
1st year	35%	\$ 17.70	10.82	.50	3.49	1.64	1.20	.50	2.75	\$ 38.60
2nd year	40%	\$ 20.20	10.82	.50	3.99	1.88	1.20	.50	2.75	\$ 41.84
3rd year	55%	\$ 27.80	10.82	.50	5.48	2.58	1.20	.50	2.75	\$ 51.63
4th year	65%	\$ 32.80	10.82	.50	6.48	3.05	1.20	.50	2.75	\$ 58.10
4th year w/lic	70%	\$ 35.35	10.82	.50	6.98	3.28	1.20	.50	2.75	\$ 61.38
5th year	75%	\$ 37.85	10.82	.50	7.47	3.51	1.20	.50	2.75	\$ 64.60
5th year w/lic	80%	\$ 40.40	10.82	.50	7.97	3.74	1.20	.50	2.75	\$ 67.88